



DIGITAL INVESTMENT PLATFORM TERMS AND CONDITIONS

THIS DOCUMENT IS IMPORTANT. PLEASE READ IT CAREFULLY. YOU SHOULD KEEP IT IN A SAFE PLACE. IF YOU REQUIRE ANY ADVICE IN RELATION TO IT YOU SHOULD SEEK ADVICE FROM YOUR LAWYER OR FINANCIAL ADVISER. YOUR ATTENTION IS PARTICULARLY DRAWN TO PART II OF THE FIRST SECTION WHICH IS HEADED "LIABILITY AND RESPONSIBILITIES".

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SECTION I: GENERAL BUSINESS

Part 1 Our Status and Purpose of these Terms

Your contract for services is with the investment manager - TAM Asset Management Ltd (hereafter "TAM", 'We' or 'Us'). TAM is authorised and regulated by the Financial Conduct Authority ("the FCA") with registration number 208243.

Our address is:

City Tower, 40 Basinghall Street, London EC2V 5DE.
Company number 04077709.

The FCA's present address is:

25 The North Colonnade, Canary Wharf, London, E14 5HS. www.fca.org.uk

1.1 These Terms set out the basis on which we – ("TAM") will provide our services to you. These Terms in conjunction with the agreements you entered into as part of the account opening process, constitute the Investment Management Agreement (collectively the Agreement/these Terms) between you and TAM. Please read these Terms carefully.

1.2 TAM's services are provided by way of the TAM platform (the 'Platform'). The Platform only provides information about and access to the range of discretionary managed investment portfolios offered and managed by TAM. This information and access to TAM's services is provided on a non-advised basis. TAM makes no representation to you as to the suitability of nor does it advise on the merits of the discretionary asset management service it provides and TAM makes absolutely no warranty as to the suitability of TAM's services or of a particular portfolio for you. The Platform also facilitates the online account opening process. Note that you may have accessed TAM's Platform and its services through a website branded by a separate firm that is authorised and regulated by the FCA.

1.3 The services provided through the Platform do not give, nor is anything on TAM's website or any linked website to be interpreted as, financial, investment or tax advice of any kind. You should take independent advice and consult an independent financial adviser or other professional adviser if you have any questions or you are unsure about whether TAM's model portfolio services are appropriate for you. We have not undertaken a fact-finding questionnaire and consequently we

have no knowledge of your personal circumstances or financial situation.

1.4 We make absolutely no warranty as to the suitability of the selected investment portfolio for you, or even as to whether investing in itself is right for you. You are therefore responsible for your decision to use or invest by means of any of our services. We will provide our services with reasonable skill and care. Please note that since you are investing on a non-advised basis and we do not offer advice, we cannot guarantee our services will meet your particular requirements.

1.5 This Agreement will come into force when we have received your completed application and have been able to complete to our satisfaction the verification checks which we are required to conduct. Once your account is funded, we will provide you with investment management services on the terms set out herein as soon as reasonably practicable but within five working days. Services will only be provided once your account has been funded or your assets are transferred into our control, whichever is the later.

Part 2 Discretionary Investment Management

2.1 You agree that your investment portfolio will be managed by TAM on a fully discretionary basis. This means that TAM will make investment decisions on your behalf without seeking prior approval from you. TAM will manage your portfolio within the specified investment parameters you agreed when opening your account or as amended by you subsequently. You should be aware that investments may deviate from the specific equity/non-equity asset allocation outlined at account opening. This allows TAM's portfolio managers to react to market conditions. TAM will never increase your risk exposure by more than 15% (e.g. the equity allocation of your chosen portfolio will not exceed the prescribed equity percentage by more than 15%). This applies to the composition of your portfolio as a whole and not necessarily to individual investments within it.

2.2 The Ethical portfolios invest in funds which adopt screening techniques based on social, environmental and governance criteria. These fund definitions can change but TAM will use reasonable endeavours to ensure funds included within the Ethical range adopt suitable ethical, social, environmental or sustainable screening criteria.

- 2.3 TAM's mainstream offerings invest across the full range of domestic and international funds available to TAM's investment managers. These portfolios may buy recognised investment funds, unit trusts, OEICs and Exchange Traded Funds from some of the largest fund houses across a wide spectrum of regulated managers. The total universe from which TAM can choose, currently sits at over 7,000 funds.
- 2.4 Unless you advise us to the contrary, we will assume that there are no restrictions on the specific investments, types of investment or markets that the managers may invest in on your behalf. We will also assume, unless you advise us to the contrary, that there is no restriction as to the value of any single investment or as to the proportion of your portfolio that any one investment or any one kind of investment may constitute. Within the agreed investment parameters and subject to other provisions or restrictions that may be agreed in these Terms, TAM may deal in any investment and any recognised market.
- 2.5 We will not sell investments on your behalf if we know that this will result in your having a short position. A short position arises where a person has contracted to sell investments which they do not currently own.
- 2.6 We will not enter into commitments on your behalf if we know that this will commit you beyond the value of your portfolio (inclusive of any advances we may have agreed to make to you).

Part 3 Our responsibility

- 3.1 We will not be responsible for any loss of opportunity whereby the value of your portfolio could have increased or for any decline in the value of your portfolio or for any taxation charges unless such decline or loss or charge is the direct result of our wilful default or proven negligence.
- 3.2 To the extent consistent with the FCA Rules, we will not be liable for any errors of fact or judgement or for any action lawfully undertaken or omitted to be taken by us unless such errors are the direct result of our wilful default or negligence.
- 3.3 You understand that:
- 3.3.1 The value of investments may go down as well as up. Accordingly, you may not realise the full value of your investment and may lose some of the amount you invest;

- 3.3.2 Levels of income from investments may fluctuate. In the case of some collective investments capital may be used to pay income;
- 3.3.3 Where an investment is denominated in a currency other than your usual currency, changes in rates of exchange between currencies may cause your investment and/or the income to go down or up;
- 3.3.4 The tax regime applicable to investments may change in the future. We will not provide any advice relating to tax, such as, and without limitation to, offshore trusts. We strongly recommend you seek appropriate professional taxation advice; and
- 3.3.5 We are not your general investment adviser. Our obligations under these Terms are limited to: providing discretionary management services in relation to your chosen portfolio, ISA management services; and safe custody of your investments.
- 3.3.6 The Platform's obligations are limited to: facilitating the online account opening process, and arranging the subsequent management of the investment portfolios on your behalf – through TAM. Neither party provide advice on your financial affairs, pensions, taxation or any similar or related matters.
- 3.4 With regards to the product governance provisions of the new Markets in Financial Directive II (MiFID II), you understand that we are obliged to ensure i) our products meet the needs of our intended client target market ii) our distribution strategy is consistent with our intended client target market iii) we will take reasonable steps to ensure that our products are distributed to the intended client target market.

Part 4 You Give, We Give – Charitable Giving Scheme

- 4.1 By investing with us, you can contribute, if you wish, to the charity of your choice via the "You Give We Give" scheme. You can choose whether you want to donate a percentage of your annual portfolio gain to a charity of your choice. If you make no gain you make no donation. We will match the percentage you choose by adding a similar percentage from our fee.
- 4.2 You can opt in or out of the scheme, or change your chosen charity at any time. Just contact us at hello@tamassetmanagement.com

Part 5 Your Status

5.1 Under the FCA rules we are required to categorise our new clients and potentially reclassify existing clients, notifying clients in both instances. The categories are Retail Client, Professional Client or Eligible Counterparty. Each category is entitled to different levels of protection. Unless we provide you with a specific notification to the contrary, for the purposes of this agreement, we have categorised you as a Retail Client and you are therefore entitled to the protections afforded to a Retail Client. If you would like more information on what this categorisation means, please contact our compliance department by post or using the email address: compliance@tamassetmanagement.com.

5.2 In the unusual event that we determine you are more suitably classed as a Professional Client we will write to you to confirm, with the rationale, this categorisation when your account is opened. Where we have categorised you as a Professional Client, you will be subject to less extensive regulatory protection and the provisions of these Terms will apply to you as modified by clause 6. If you don't believe that this categorisation is accurate or if you wish to be categorised as a Retail Client you can write to us and request to be categorised accordingly. However, we are not obliged to re-categorise you if you are or would be a per se Professional Client and we may decline to act for you. We may also on our own initiative re-categorise you as a Retail Client, providing notice and a rationale.

5.3 We ask you to confirm that you are acting as principal and for your own account always in relation to the services provided by us. Please let us know if you wish to act in a different capacity, such as agent or trustee for another person, in which case we may need to ask you to provide additional documentation.

5.4 You agree, where you have opened an account jointly with another person, that you and that other person are jointly and severally liable to us.

5.5 In completing the Application process and therefore agreeing to these terms of business, you acknowledge that we may ask you to provide us with documents and additional information to enable us to provide these services. You agree to provide us with information as requested from time to time to enable us to comply with our regulatory and contractual obligations. We reserve the right to suspend our services where a request for information has not been fulfilled. Continued failure to provide information requested may result in your account being closed without prior notice to you. Where you're acting in a

representative capacity you confirm that you are duly and fully authorised to enter into these Terms and any transactions which may result.

5.6 You also confirm that any information you provide to us or any competent authority is complete and correct. We require that you notify us immediately if there is any material change to such information.

5.7 We may access or rely on, either directly or through an independent third-party organisation, electronic data sources for identity verification for the prevention of money laundering, tax avoidance and terrorist financing. These checks do not impact your credit score but may leave a soft footprint on your record.

Part 6 Provisions Modifying These Terms for Professional Clients

6.1 Where we have categorised you as a Professional Client, the following provisions apply: -

6.1.1 Our obligations to you pursuant to our duty of best execution are modified to the extent permitted by the FCA Rules;

6.1.2 Whilst we are not required by the FCA Rules to assess appropriateness or suitability of a product or service for you, we shall assume that you have the necessary experience and knowledge to understand the risks and are able to bear any financial risks associated with them, to the extent permitted by the FCA Rules.

6.1.4 While Retail Clients would normally be eligible for compensation under the Financial Services Compensation Scheme (FSCS), eligibility for Professional Clients is more limited. More information about the FSCS is set out below in clause 19 and can be found on their website at www.fscs.org.uk.

Part 7 Provision of Services

7.1 We may decline to open an account for you at our absolute discretion and we may also, at our absolute discretion, decline to provide our service to you, or execute, any transaction instructed by you. In such circumstances, we will use reasonable endeavours to notify you in advance of such a decision.

7.2 We may outsource elements of our services (including critical functions and services) provided under these Terms to TAM Group Members (a Group Member), associated companies or third-party companies if we are satisfied that they are competent and appropriately licenced/authorised to perform the

delegated services. A consequence of outsourcing in this manner is that we may share your personal information with the party to whom the services have been outsourced. To this end we will ensure we have sound processes and mechanisms to protect your personal data. We retain full regulatory liability to you in relation to any services we may outsource.

7.3 We may, where reasonable, employ agents (including Group Members, associated companies or third-party companies) to perform administrative, dealing, custody or ancillary services required to enable us to perform our services under these Terms. We will act in good faith and with adequate skill and care in the selection, use and monitoring of agents.

Part 8 Your Money and Your Investments

8.1 There may be occasions when we transact business for you which involves your money being passed to an intermediate broker or settlement agent or counterparty inside or outside the UK. Regarding the latter, the legal and regulatory regime applying to such parties may be different from that of the UK and in the event of a failure of such a broker, settlement agent or counterparty your money may be treated differently from how it would be treated if it was held in the UK. Unless you object in writing, we will assume we may pass your money to such a broker, settlement agent or counterparty to settle any relevant transactions.

8.2 We may only realise your investments in the event of your default as described in clause 16 of these Terms.

8.3 We will be responsible for claiming and receiving dividends, interest payments and other entitlements accruing to you in respect of investments held in custody with us, and funds received by us will be credited to your account. We will not be obliged to pass on fractional rights accruing to you by making a payment or delivery to you if the aggregate amount due to you is less than £5 or if the value deliverable to you is less than £5.

8.4 Where we hold your investments, the exercise of conversion and subscription rights, rights as regards takeovers, other offers, capital reorganisations, and exercise of voting rights (Corporate Actions) relating to your investments held in custody with ("Pershing/PSL"), will, subject to our Conflicts of Interest Policy, be undertaken on the following basis: -

8.4.1 All Corporate Actions will be exercised, or not exercised, at our absolute discretion, and you agree to ratify and be bound by our decisions.

8.5 Where your balance has been pooled with balances of other clients, your entitlement to shares and other benefits arising from Corporate Actions will be distributed on a pro-rata basis or in any other manner as we, at our absolute discretion, decide. Where investments are held by a nominee, certain benefits may be averaged between all clients.

8.6 We have no responsibility or obligation to participate in or process class actions or similar matters but may participate if, at our absolute discretion, we decide to do so.

8.7 We may pool your investments with those of other clients. This means that your individual entitlements may not be identifiable by separate certificates, other physical documents of title or equivalent electronic records, and, in the event of a shortfall following the insolvency of a custodian, you would share in that shortfall in proportion to your original share of the investments in the pool. This also means that we may return to you certificates or other evidence of title which are not the same as those originally deposited in your account.

8.8 We will have no right to lend, pledge or use for our own account your investments unless you agree in writing in advance.

8.9 We will only charge fees and/or the cost of holding your investments as specified in the account opening process. We charge an annual fee which is deducted monthly in arrears from your portfolio based on the month end value. We reserve the right to change our fees from time to time but will notify you in writing at least 30 calendar days before any change becomes effective. Our fees may be subject to value added tax.

Part 9 Instructions, Notices and Other Communications

9.1 For your safety and account security we will only accept instructions from you in writing (including by email). We will not take any instruction by telephone. If you wish to authorise any other third party to give instructions on your behalf you must provide us with signed written instructions to that effect.

9.2 Except where payments are made in the normal course of settling transactions or paying fees, we reserve the right to refuse to make any payment or transfer to a third party if we have reasonable grounds to believe that to do so might otherwise result in a breach of applicable financial crime and/or taxation laws.

9.3 Under this agreement neither we nor our designated investment manager will generally act on any instructions from you to purchase or sell investments or take action in respect of rights issues, other capital changes, or rights accruing in respect of investments held in custody.

9.4 Where you instruct changes to your account such as risk profile updates, withdrawals or closures you accept that those instructions are deemed to have been given at the time they are read and not when they were sent. Therefore, you should be particularly careful when transmitting urgent, time sensitive and/or confidential communications.

9.5 You acknowledge that e-mails are not secure, and you accept the risk of malfunction, viruses, unauthorised interference, mis-delivery or delay (for example, if the addressee at our offices is not available).

9.6 Please be aware that we may rely, subject to our controls, on any instructions which purport to have been given by you, or any appointed third party. We may decline to act on instructions given by you or any authorised third party if we reasonably believe them to have been given fraudulently or in any other unauthorised manner. In the case of joint accounts, we may accept instructions which purport to come from any of the signatories specified in writing by you unless otherwise specified by you. Once given, instructions can only be revoked with our agreement.

9.7 On proof of death of any joint account holder, the surviving joint account holder(s) will be by default the only person(s) recognised by us as having ownership of, or interest in, the account. Please let us know in writing if you want to make alternative arrangements.

9.8 All instructions, statements and other communications in writing between us will be delivered to you via the email address you provided during the application process (as subsequently amended) or, where sent by post (such as a cheque payment), will be sent to the address set out in the account opening process (as subsequently amended). Any such address will be deemed correct for notifications or other communications sent by us in relation to your account(s); and

9.9 If writing to us, please address all correspondence to: TAM Asset Management Ltd, 10th Floor, City Tower, 40 Basinghall Street, London EC2V 5DE, in the absence of either a written notice of change of address or provision of an e-mail address.

9.10 We cannot be held responsible for the non-receipt by you of any cheque or communications after it has been posted by us. If you do not receive expected correspondence, please contact us at the earliest opportunity and we will arrange to cancel any cheque sent and issue a replacement.

9.11 We will always acknowledge any communication and/or receipt of funds from you. If you send money or a communication to us and do not receive confirmation of receipt within five working days, please assume that your cheque or communication was not received and contact us at your earliest convenience. Please do not assume that a payment you sent in good faith has been received and/or invested until you have received our confirmation.

9.12 All telephone conversations are recorded. This is for training, monitoring and compliance purposes and is a regulatory requirement.

Part 10 Reporting and valuations

10.1 We endeavour to deliver all statements and other information due to you via our web delivery system to which you will be given password protected access.

10.2 In accordance with the requirements of MiFID II, from March 2018 you are entitled to receive quarterly valuation and custody statements. We are also required to notify you if your portfolio has decreased in value by 10% and thereafter at intervals of 10% (as evaluated at the beginning of each reporting period). These will be sent to you at the address specified in accordance with clause 9.8. Where you are entitled to receive these communications, we shall provide them. Nevertheless, we recommend that you utilise our web based system for your own convenience.

10.3 For joint accounts, we can only send valuations and statements to one party and by default this will be the first named party on the account opening form. You can of course send a written request to have this changed to a party of your choosing.

10.4 Please note that you are responsible for checking the accuracy of statements, valuations and other documents. If there appears to be any inaccuracy you should notify us immediately.

10.5 Valuations will be based on prices obtained from recognised exchanges and other recognised pricing services which we consider appropriate but otherwise we bear no responsibility for inaccurate valuations. We will, of course, use reasonable

endeavours to verify the accuracy of such valuations. Valuations will include a measure of performance based on the FTSE UK Gilts All Stock Index, FTSE All Share and/or such other benchmarks as may be disclosed from time to time.

Part 11 Liability and Responsibilities

11.1 Nothing in this clause 11 will restrict or exclude any obligations owed by us to you under the FCA Rules or any duty or liability we may owe you under the regulatory regime, or will require you to indemnify any person where the granting of such indemnity would be contrary to the FCA Rules.

11.2 We accept responsibility for any losses, damages or costs suffered or incurred by you only to the extent that such loss arises directly from our negligence, wilful default, fraud, and/or deliberate and wilful breach of the duties we may owe you under the regulatory regime. We will not be liable for any other losses, damages or costs suffered or incurred by you.

11.3 We do not accept liability for any losses, damages or costs you may incur as a result of events beyond our reasonable control.

11.4 Where a loss has occurred because we acted on an instruction which we believed was genuinely given by you or any appointed third party, we will not be liable for that loss so long as we used reasonable endeavours, based on our standard operating procedures, which are based on established best practice, to establish whether such instruction was in fact given by or authorised by you.

11.5 We will ensure in the appointment of custodians, counterparties, agents or other third parties that reasonable care is taken to assess their competence and capacity to perform the role selected. We accept responsibility for any loss, damages or costs incurred by you only where these arise from our, negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible in any other circumstance for the actions of any such third party.

11.6 We have no responsibility with regards to either your personal tax obligations or your tax liabilities, including, but not limited to, capital gains tax.

11.7 You will indemnify us against any liability, cost, expense, loss or any damage incurred by us arising from your breach of this agreement, negligence, wilful default or fraud.

Part 12 Material Interests and Conflicts of Interest

12.1 Your attention is drawn to the fact that when we provide investment services [discretionary fund management], we, members of the TAM Group or any other person(s) connected with us (collectively "Affiliates") may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. We have procedures to identify and manage conflicts of interest enshrined in our Conflicts of Interest Policy. A copy of this will be sent to you on request.

12.2 Our independence policy prevents us from using confidential information held about one client for the benefit of another client.

12.3 We may not be able to transmit for execution an order if we or an Affiliate hold any confidential or non-public information relevant to that order or where we or our Affiliate are under any contractual, fiduciary, statutory or other legal or regulatory obligation

Part 13 Fees

13.1 You will remunerate us on the basis of the fees set out in the account opening process (which forms part of this Agreement) and in force at the time they are incurred, unless otherwise agreed between us in writing. We charge an annual fee which is deducted monthly in arrears from your portfolio. We reserve the right to change our rates from time to time, but we will notify you at least 30 calendar days before any such change takes effect. Our charges are subject to value added tax where it is applicable.

13.2 In the event of your account being transferred, withdrawn or terminated, our fees will be payable until the date of notification of transfer, withdrawal or termination and charges to cover transaction costs will also apply. We reserve the right to pass on all charges imposed by third parties and incurred as a result of the transfer, withdrawal or termination.

13.3 Charges due to us (or agents used by us), plus any applicable value added tax, may be deducted from funds held by us on your behalf, or, at our discretion, will be paid by you as stated in the relevant contract note or advice.

13.4 Annual management charges are normally charged monthly in arrears and are based on the value of your portfolio. Pro-rata amounts will be charged for any part of a month for which the account is open.

13.5 Management charges in relation to ISAs are also levied on a monthly basis. Pro-rata amounts will be

charged for any part of a month for which the account is open.

13.6 Upon the transfer, withdrawal or termination of an account, the amount of any management fee accrued up to the date of the transfer, withdrawal or termination will be paid from the funds available in the account.

13.7 If there are insufficient funds to meet the fees due, we may either sell assets from your account to cover the charges or debit them from any other investment held by us or our appointed nominees on your behalf.

13.8 There may be other taxes or costs, not originating from our services, which we may be obliged to pay on your behalf.

Part 14 Amendment and Assignment

14.1 We are entitled to amend any provision of these Terms when there is a change in regulation, law, practice or custom or in the manner in which the TAM Group is structured or authorised or does business (including non-material and/or procedural or technical changes to the services provided under these Terms). We shall notify you of any such change by giving you notice in writing of no less than 30 calendar days. You may not amend these Terms without our prior written consent.

14.2 We may assign at any time, by giving you notice in writing, any or all of our rights and obligations under these Terms to any member of the TAM Group (or any other third party) provided that such assignee is competent to perform or exercise the obligations or rights so assigned and has all relevant regulatory licences. Upon such assignment, all reference in these Terms to “we”, “our” or “us” will be construed as references to the assignee and not to us. You may not assign any part of these Terms without our prior written consent.

Part 15 Termination

15.1 These Terms may be terminated, and your account closed, upon either party giving the other not less than 30 calendar days written notice. Termination of our relationship and closure of your account are subject to all the liabilities and responsibilities contained in the provisions of clause 11 above continuing in full force after termination.

15.2 Termination of these Terms shall be without prejudice to orders or instructions which have already been given and transactions which have already been

initiated. Orders or transactions in progress will be settled in the normal way notwithstanding termination of these Terms.

Part 16 Default Remedies

16.1 Where we are legally entitled to do so in the event of your failure to make any payment or to deliver any securities due to us (or agents used by us) we reserve the right to retain any funds, securities or other assets due to you and to offset your liability to us against them.

16.2 If you fail to pay amounts due:

16.2.1 We may charge you interest on the amount due at a rate of 3% per annum above the published rate of Barclays Bank Plc or any successor, such interest to accrue on a day to day basis.

16.2.2 Any investments held by us or a Nominee or Custodian for your account will be and will remain continuing security for the amount due, including, without limitation, contingent indebtedness, interest charged, and any costs and other charges incurred by us in obtaining or attempting to obtain payment from you or enforcing this security.

16.3 You agree that, as your agent, we may execute any transfer of securities or other documents, give any necessary instructions and generally act for the purpose of providing us or a Nominee with the full benefit of the provision of this clause 16.

Part 17 Dealing and Settlement

17.1 As designated Custody and Execution agent, TAM rely on Pershing’s Best Execution Policy where TAM transmits an order to Pershing for execution. A summary of Pershing’s Best Execution Policy is featured in these terms.

17.2 With regards to any aggregation of orders TAM does not execute orders but transmits them to Pershing and relies upon Pershing’s Best Execution Policy.

17.3 Where we have authority to effect transactions or take steps on your behalf we may agree such reasonable terms as we think fit with the counterparty or other person involved (which may be a TAM Group Member) and for that purpose we may:

17.3.1 Give representations and warranties on your behalf;

17.3.2 Execute agreements, confirmations, terms of business, and enter into any contractual arrangements binding on you; and

17.3.3 Take any steps in accordance with market practice or custom as we think fit for the purpose of effecting or settling those transactions, and all such matters will be binding on you.

17.4 You authorise us to execute your instructions or transfer funds by any means we consider suitable, including bank channels, electronic or manual funds transfer system mail, courier or telecommunications services, and other methods. You agree that we may, without prior notice to you, use the services of any institution, exchange or correspondent bank in carrying out your instructions and that we reserve the right to pass on their charges. You agree to be bound by the rules and regulations that govern the applicable exchanges, funds transfer systems, or institutions and to accept their normal charges. You understand that none of these are our agent, and that we are not responsible for their acts or omissions.

17.5 You authorise us to conduct any foreign exchange transactions we deem necessary or reasonably incidental to carry out your instructions or protect our rights under these Terms, and you agree to assume all risks associated with foreign exchange and currency conversion.

17.6 For the purpose of settling any of your debts to us in one currency we may convert any of your assets or monies held in another currency at the prevailing spot, or (as appropriate) forward, selling rate of exchange.

17.7 If we receive money in a different currency from that in which the account is held, we may convert it into the currency of the account at the rate of exchange applied by us or our custodian at the time of such transactions.

17.8 We have an obligation to deliver investments purchased for you or to hold them for your account and to pay to you or hold for your account any proceeds of sale of investments. However, these obligations are conditional on receiving from you or holding in your account the required funds to pay for purchases, or the necessary documents to satisfy delivery of sales. These obligations are also dependent on receiving the appropriate documents or funds from any other parties linked to the transactions.

17.9 You have an obligation to pay us the amount due to settle any purchases, over and above any available funds that we may hold on your behalf, and to deliver to us any necessary documentation required to satisfy delivery of sales, over and above those already held by us on your behalf, such payment and delivery to be made by the settlement date.

17.10 If we credit your account with the receipt of investments, cash or other assets before their actual receipt, we may reverse such credit at any time before actual receipt and charge you such amounts by way of interest or otherwise to put us in the position we would have been in had the credit not been made.

17.11 We may debit your account with investments, cash or other assets on or before the date they are due to be transferred to a third party even though actual settlement has not yet occurred. We may reverse such debit at any time before actual settlement.

17.12 You accept that you may not rely on any such debit or credit until actual settlement. The procedures described in the two preceding paragraphs are of an administrative nature and do not amount to an agreement by us to make loans or investments available to you.

17.13 Settlement and payment for investments received (including currency transactions) and for delivery of investments out of custody may be affected by us in accordance with customary or established practices and procedures in the jurisdiction or market concerned, including without limitation, delivering any investments against a receipt with the expectation of receiving later payment and other procedures not involving the simultaneous exchange of investments and payment.

17.14 If an item is returned to us unpaid or there is an operational error, we may reverse entries and correct errors made in any documents without prior notice to you. We will not be responsible for any direct or consequential loss, cost or expense which you may suffer as a result (except for the direct loss, cost or expense caused by our negligence) and any resulting overdraft will be your responsibility.

17.15 If, pursuant to your instructions, we debit your account or issue cheques on your account, against funds which appear on your account but are not cleared funds, you will reimburse us fully and be responsible for any debts, costs or losses that arise.

Part 18 General - Compensation

18.1 Where we are managing investments for you contract notes for the relevant transactions are available to view and print via our web delivery system. We will not send out contract notes to you on a transaction by transaction basis. We will supply information, based on contract note records, relating exclusively to you or your transactions. We will maintain such transaction related records for a period of five years from the date of the transaction.

18.2 You agree to settle all outstanding transactions upon termination of these Terms or upon your death or incapacity and you acknowledge that our responsibility for providing discretionary management services will terminate in such cases.

18.3 If we exercise discretion to acquire units in regulated collective investment schemes within a discretionary account operated by us for you, we do not provide you with a hardcopy key features documents related to those schemes as these are available to review and download within your account online.

18.4 Nothing in these Terms will restrict our duties under the FCA Rules or the Financial Services and Markets Act 2000.

18.5 We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS in the event that we cease to trade or are declared to be in default and we cannot meet our obligations. Your eligibility to claim will depend on your individual circumstances and not all investors are eligible. The FSCS offers different levels of compensation for different types of clients. Eligible claimants may be entitled to compensation of up to 100% of their losses up to a maximum of £50,000. Please note that investment losses are not covered by the FSCS scheme and compensation would only be available in the event of default by TAM. More information about the FSCS scheme and on your potential eligibility to compensation is available from the FSCS website (www.FSCS.org.uk). You can contact the FSCS by post at: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, by telephone on Freephone: 0800 678 1100 or 020 7741 4100 or email at enquiries@fscs.org.uk

18.6 We reserve the right to re-denominate the currency of your portfolio into any currency, if required to do so by law or prevailing market practice.

Part 19 Data Protection and Fair Processing

19.1 Your Personal Data will only be shared between ourselves and the provider of the platform you came through. We will not share your details with any other 3rd parties. If you do not wish us to bring to your attention additional services please provide us with written notice to that effect. Unless you do so, we may pass information to other TAM Group Members if we believe that they provide additional services which may benefit you

19.2 We may also tell you about other companies' services and with your permission, you may be contacted by those other companies.

19.3 Your Personal Data, obtained by us for the provision of services under these Terms and throughout your relationship with us, will be processed for the purposes of:

19.3.1 Confirming your identity, as part of our responsibilities to prevent money laundering, fraud and terrorist financing. We may use a credit reference agency to do this, which will record that a search has been made.

19.3.2 Administering any services provided to you under these Terms; and

19.3.3 To comply with any requirement of law, regulation, FCA Rules, or good practice, whether of the UK or elsewhere.

19.4 Your Personal Data may be disclosed: -

19.4.1 In the circumstances set out in 19.9; or

19.4.2 If we (or any person to whom your Personal Data is disclosed as a result of us processing it in accordance with clause 19.3) have a right or duty to disclose it, or are allowed or compelled by law or has our consent to do so.

19.5 We operate globally, and therefore your Personal Data may be transmitted to, processed and disclosed as outlined above in any country in which we conduct business or have a service provider. However, as in accordance with our obligations under the Data Protection Act, we will only transfer data to countries outside the EEA which have an adequate level of protection for the rights and freedoms of data subjects in the processing of Personal Data.

19.6 As above, you have certain rights of access under the Data Protection Act 1998 to Personal Data held or processed by us or on our behalf. Further details of these rights are available on request. We reserve the right to charge for providing such access.

19.7 Unless otherwise indicated, your Personal Data collected is necessary to enable us to provide the services under these Terms. Failure to provide the information we may request may mean that we are unable to provide you with our services.

19.8 We will not be obliged to disclose to you or to take into consideration information in our possession:

19.8.1 The disclosure or use of which might be a breach of duty or confidence; or

19.8.2 Of which the individual managing your portfolio or advising you (including non-investment advice) may become aware.

19.9 We will keep all your Personal Data confidential, except that we may disclose it:

19.9.1 Where we are bound or entitled to disclose it under compulsion of law or where requested by regulatory agencies;

19.9.2 Where there is a duty to the public to reveal it;

19.9.3 To our professional advisers where reasonably necessary for the performance of our professional services;

19.9.4 Where such disclosure is in good faith and is reasonably intended to assist in the performance of obligations in connection with these Terms or other legitimate business purposes;

19.9.5 To any agents appointed in accordance with these Terms and to any depositories, clearing or settlement system, account controller or other participant in the relevant system where such disclosure is reasonably intended to assist in the performance of obligations in connection with these Terms;

19.9.6 To counterparties where disclosure is reasonably intended for the purpose of effecting transactions in connection with these Terms or of establishing a dealing relationship with a view to such transactions; or

19.9.7 Where we have your permission to disclose the information.

Part 20 Risk Warnings

20.1 Your attention is drawn to the specific and general risk warnings in this clause 20. These Terms cannot disclose all the risks there may be significant other risks arising from the services TAM we provide to you.

20.2 Investments within portfolios may go down as well as up and you may therefore not get back the full amount invested. Any income derived from your investments can also go down.

20.3 Please bear in mind that past performance is not necessarily a guide to future returns and there is always a possibility that you may receive back less than your original investment.

20.4 Some of our underlying investments are denominated in currency/currencies which are different from your domestic currency. This means there is a risk that movement in exchange rates may affect the returns you will receive from your investment.

20.5 Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if prices rise or fall to such an extent that trading is suspended or restricted. Investments in property may at times (though uncommon), temporarily suspend trading. Typically, investment in property funds only represent a relatively small part of our overall portfolios, and whilst suspension of such funds is rare, you may not always be able to liquidate these holdings when you wish. Where TAM decides to invest in less liquid investments, we do our best to weigh the potential benefits against risks and probabilities of this occurring.

20.6 Investment in emerging markets may expose investors to risks not typically associated with similar investments in more developed markets. A country is generally classified as an “emerging market” based on its relative economic, political and social development. Some of the risks associated with emerging markets are similar to those affecting more developed economies but the undeveloped nature of an emerging economy may mean that they are more pronounced or have a longer and deeper effect. Natural disasters, for example, may have a greater effect on the economy and financial systems of an emerging market. Financial instability may be more common, and many emerging markets experience rapid and significant changes in political control which may result in unpredictable changes in economic policy.

20.7 You acknowledge that there may be a short period during the set-up of your account where your funds may not be invested. We endeavour to invest your money as soon as reasonably practicable and within five working days of receiving your money or your transferred assets. Where there is a delay, there will be a risk that markets may move against you. We will not be liable for the consequences of market movements in such a situation where the delay in investment results from any cause beyond our direct control.

20.8 Investments may rise and fall, and you should make sure you read the following asset class descriptions as it is the combination of individual

investments and exposure to each asset class that produce the overall level of volatility a portfolio is exposed to. You should make sure you understand which asset classes are included in the equity and non-equity categories and the likelihood of each asset class losing or gaining value very in a short space of time (giving an idea of its volatility): -

20.8.1 Equity funds are a type of fund that principally invest in company stocks and shares (also known as equities). These funds often concentrate on a particular sector or according to company size. Equities are traded on the stock market and can be impacted by market conditions as well as the individual company performance – meaning they are subject to volatility. If a company or the market does well for example, the price of a company's shares may go up. But equally, when the company or market performance drops, a company's share price may fall and can fall lower than the level the investor bought the equity at in the first place. This could result in a loss in value to any portfolio with a fund holding that stock. Equity investments span multiple jurisdictions, and may include issuers in emerging markets (see Risk Warnings - section 20.6), of any market capitalisation (e.g. small, mid or large).

20.8.2 Fixed Income Securities

When TAM manage the investments in your Portfolio, it may invest in fixed income securities of corporate and government issuers in multiple jurisdictions. Such fixed income securities are not required to satisfy any minimum rating standard and may include instruments that are in poor standing and that have predominantly speculative characteristics with respect of the issuer's capacity to pay interest and repay principal. Fixed income securities are subject to the risk that the issuer may default on the payment of principal and/or interest. The prices of fixed income securities are adversely affected by changes in interest rates and thus are subject to the risk of market price fluctuations. In addition, changes in the credit ratings of a fixed income security or in the perceived ability of the issuer to make payments of principal and interest also may affect the security's market value.

20.8.3 Alternative investments

Alternative investments include investments in absolute return products, property and commodities.

The long-term nature of the investment profiling and the need to seek to provide long term consistent returns has resulted in our managers including an element of alternative investment funds within portfolios. These funds follow strategies aimed at either reducing portfolio risk or profiting from markets

irrespective of their direction. Funds in this asset class can invest in absolute return products, property and commodities, and as such are often considered as a higher risk category, but the diversification and nature of the investments chosen will not significantly increase the risk levels of the overall portfolio and can even serve to moderate risk exposure.

20.8.3.1 Absolute Return Funds

Your portfolio may invest in absolute Return funds (sometimes known as market neutral/equity long short or multi strategy). These investments may use trading techniques such as short selling and the use of derivatives to obtain an enhanced return profile across all market cycles. Alternative funds historically have higher charges associated with them due to the increased level of trading activity needed to sustain these strategies. Alternative funds aim to retain a sufficient liquidity profile to ensure they remain redeemable through any negative market periods. However, as with all alternative strategies, in times of severe redemptions the funds may impose suspension periods or delayed redemption periods to protect the fund's whole investor base. The regulatory environment for alternative funds is evolving and changes therein may adversely affect the ability of the fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held in the fund. The effect of any future regulatory or tax change on the investments is impossible to predict.

20.8.3.2 Property

TAM may invest on your behalf in property and land through holding investments in property funds. These can be difficult to sell so you may not be able to sell/cash in this investment when you want to. TAM may have to delay acting on your instructions to sell your investment. The value of property is often a matter of a valuer's opinion i.e. subjective rather than based on a liquid market.

20.8.3.3 Commodities

Investments in commodities whether by funds or via companies substantially involved with them may expose investors to risks not typical of other investments. Companies associated with commodities and the funds invested in them may have assets in less developed countries which can have political, legal and social systems that are less stable than those found in developed countries or markets. The underlying assets

of these companies, the commodities and derivatives associated with them may be subject to or affected by the conditions within the local environment, be it political, economic, geographical or social in nature. Commodity funds may hold physical assets which may not be insured and subject to risks associated with high value items.

20.8.4 Cash and Near Cash

TAM may invest a portion of your assets in the portfolio in cash or near cash items. These near cash items must be of high quality and may include number of money market instruments such as securities issued by national governments and agencies thereof, bankers' acceptances, commercial paper, and bank certificates of deposit.

20.8.5 Exchange Traded Funds (ETFs)

ETFs are a type of open-ended fund. ETFs seek to track the performance of a particular index, such as the FTSE 100. They provide exposure to the performance of a pool of stocks, bonds or other asset classes included in the index, as well as different regions and sectors. Portfolios investing in ETFs will be exposed to price risk of the underlying assets or derivatives, the risk ETFs do not perfectly mimic the relevant index or benchmark over the longer term (in part due to the impact of fees and other costs). In addition, where an ETF's underlying investments are in a currency different to the denominated currency of the ETF, there will be embedded foreign exchange risk - for example, an index might rise but its currency might fall against GBP resulting in a different return. In addition, a lack of liquidity can lead to a delay in the execution of transactions or may limit the extent to which a transaction can be executed. ETF trading may also be suspended due to the closure of the underlying market or due to the fund winding down. ETFs are also subject to counterparty risk. This means, that if the counterparty of a derivative contract gets into difficulty, the value of an ETF investment could be affected. The majority of ETFs are offshore funds and specific taxation rules apply for investors subject to UK taxation. Broadly if an offshore fund has "reporting status" then gains are subject to capital gains tax. If an offshore fund does not have "reporting status" then gains are subject to income tax.

Part 21 Complaints

21.1 If you have any complaints, these should be directed to the Compliance Officer at compliance@tamassetmanagement.com or by letter to TAM Asset Management Ltd (address above).

21.2 Your complaint will be dealt with in accordance with our "Complaint Handling Procedures". A summary of these procedures is available on request and will be provided by us to you when we acknowledge your complaint.

21.3 If we are unable to resolve your complaint to your satisfaction, you are entitled to take the matter up with the Financial Ombudsman Service, which is an independent service set up by law to resolve disputes between consumers and financial institutions. More information on this service is available on request.

Part 22 Governing Law

22.1 These Terms are to be construed in accordance with English Law. Both you and TAM agree that the Courts of England are to have exclusive jurisdiction to hear proceedings arising out of or in connection with these Terms, and for this purpose we both agree:

22.1.1 to submit to the jurisdiction of the English Courts; and

22.1.2 not to bring proceedings in any other jurisdiction.

Part 23 Third Party Rights

23.1 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Part 24 Cancellation Rights – These Terms

24.1 You are able to withdraw your investment at any time subject to sufficient liquidity in the underlying funds. If you wish to exercise your right to cancel, you must notify us accordingly by sending notice of cancellation to us by email or post using the contact details below:

24.2 Send your cancellation to this email address admin@tamassetmanagement.com or by first class post to:

TAM Asset Management Ltd,
10th Floor, City Tower
40 Basinghall Street
London
EC2V 5DE

24.3 If you choose to cancel, we will, as soon as is practical following receipt of the cancellation notice, return to you any sums we have received from you in accordance with the Terms, except for any amount you

may be required to pay under clause 13 Fees and clause 16 Termination.

24.4 We can only permit withdrawals from funds held with us for more than three working days. Any withdrawals can only be paid to an account designated in the account holder's name.

24.5 When the investor exercises his/her right to cancel he/she may be required to pay, without any undue delay and no later than within 30 calendar days of the customer dispatching the cancellation notice, for the service provided by TAM and its agents in accordance with these Terms.

24.6 We may require the investor to pay for any loss under these Terms caused by market movements that we reasonably incur in cancelling it. The period for calculating the loss shall end on the day on which TAM receives the notification of cancellation.

24.7 All instructions to buy or sell investments which are pending at the time of receipt of the notice to cancel will be binding.

24.8 If you do not exercise your right to cancel, these Terms will remain in force until terminated by one of the parties in accordance with the termination provisions specified in clause 16.

SECTION II: CLIENT MONEY

Part I FCA Rules

1.1 The FCA requires financial institutions to hold clients' money on trust in accordance with its Client Money and Assets Rules ("CASS"). In particular, a financial institution is required to ensure that clients' money is segregated (i.e. kept separate from its own money). We comply with this requirement.

1.2 The FCA further requires financial institutions to arrange adequate protection for clients' assets. Pershing Securities Limited (Pershing) is presently the custodian and will hold your investments. Their terms are outlined separately in the Pershing section below.

1.3 In exceptional circumstances, we may hold your securities and register them in our name or in the name of a Custodian. This will only occur where, due to the nature of the law or market practice of an overseas jurisdiction, it is in your best interests to do so or it is not feasible to do otherwise. Where TAM acts as custodian for a particular investment it will be held by TAM as Custodian in accordance with CASS and will be registered in the name of and held by a Nominee in accordance with CASS.

If securities are registered in our name, you understand that (i) your investments may not be segregated from our own investments, (ii) your securities may not be as well protected from claims made on behalf of the general creditors in the event of a default by us, (iii) you consent to your investments being so held in such circumstances, and (iv) the consequences of your giving such consent are at your own risk. Subject to clause 8, we shall only deposit your investments with a Custodian in a jurisdiction which specifically regulates and supervises the safekeeping of investments and with a Custodian who is subject to such regulation. Please let us know in writing if you object to your securities being held in this manner, or in the manner set out in clause 8.7, so that we may agree different arrangements.

1.4 Your investments will not be deposited with a Custodian in a country outside the EEA which does not regulate the holding and safekeeping of investments unless the nature of the investments or of the services connected with them requires these to be deposited with a third party in that country.

1.5 We will undertake an appropriate risk assessment, and will exercise due skill, care and diligence in the selection of any custodian before we hold your investments or arrange registration of your investments through such Custodian. However, we

will not be liable for the default of any Custodian, depository or Nominee, save that we will be liable to the extent that such default arises as a result of our own fraud, proven negligence or wilful default.

1.6 There may be occasions when we transact business for you which involves your money being passed to an intermediate broker or settlement agent or counterparty outside the UK. The legal and regulatory regime applying to such third parties may be different from that of the UK and in the event of a failure of such a broker, settlement agent or counterparty your money may be treated differently from the position which would apply if it was held in the UK. Unless you object in writing, we will assume we may pass your money to such a broker, settlement agent or counterparty in order to settle any relevant transactions.

1.7 This section will apply where we hold money on your behalf in accordance with the FCA's Rules. The rules of the FCA require us to hold your money in a client account segregated from our own money at an approved Bank.

1.8 Any such approved bank must have acknowledged in writing:

1.8.1 That all such funds are held by us on trust for our clients and that the approved bank is not entitled to combine this account with any other account or exercise any right to or counterclaim against money in that account in respect of any sum owed to it by us; and

1.8.2 That the title of the account sufficiently distinguishes it from other accounts containing money belonging to us and clearly identifies it as a client money account.

1.9 Interest will not be paid on client money in the course of collection or settlement where the FCA Rules do not require interest to be paid; nor will we be obliged to make a payment of interest to you on client money if the accrued interest due to you is less than £2 in any quarter.

1.10 If we hold client designated investments or client money for you we shall send an annual statement showing the investments and cash that are held by us on your behalf to you or any adviser specified in these Terms unless this information has already been made available to you via your valuation.

Part 2 Overseas

2.1 Unless you object in writing, we assume that we may hold your money at an approved bank, or

financial institution outside the UK. The names of such banks or institutions are available on request.

2.2 The legal and regulatory regime applying to an overseas bank will be different from that of the UK and in the event of the bank's default your money may be treated differently from the position which would apply if it was held in the UK.

2.3 There may be occasions when we transact business for you which involves your money being passed to an intermediate broker or settlement agent or counterparty outside the UK. The legal and regulatory regime applying to such third parties may be different from that of the UK and in the event of a failure of such broker, settlement agent or counterparty your money may be treated differently from the position which would apply if it was held in the UK. Unless you object in writing, we will assume that we may pass your money to such a broker, settlement agent or counterparty, in order to settle any relevant transactions.

Part 3 Interest

3.1 Subject to clause 1.9 above, we will credit you with interest on un-invested client money deposited with an approved Bank on a quarterly basis or other such periodic basis, not being less than annually, as we consider appropriate. We will account to you for interest earned on un-invested client money held for you only at the rates specified in our Schedule of Interest Rates, as amended from time to time at our absolute discretion with reference to changes in the interest rates of approved banks.

3.2 You should note that the rate of interest paid by approved banks may exceed the rate of interest that can be earned by you on un-invested client money, as specified in our Schedule of Interest Rates. Any excess in interest paid by approved banks over the interest to which you are entitled under our Schedule of Interest Rates will be for our benefit and account and shall be retained by us.

3.3 Interest will not be paid on client money in the course of settlement or on income accounts or otherwise where the FCA Rules do not require interest to be paid.

3.4 Details of interest rates on your account may be obtained from your investment manager or from TAM's offices. Prevailing interest rates will be included in your account valuation and statement.

SECTION III: SPECIFIC TERMS OF BUSINESS

INDIVIDUAL SAVINGS ACCOUNTS

Part 1 Introduction

1.1 This section sets out the terms on which we provide services as an Individual Savings Account (“ISA”) manager, in connection with the management of your investments held within a TAM stocks and shares ISA, being investment plans and satisfying the conditions set out in the Individual Savings Account Regulations 1998, as amended from time to time (the “Regulations”).

Part 2 Subscriptions to ISAs

2.1 Subscriptions to ISAs may only be made in cash, or in such manner or form as the Regulations permit.

2.2 Subscriptions must at all times be within the limits set by the Regulations.

2.3 Subscriptions may only be made by clients who are eligible under the Regulations at the time of subscription.

2.4 Applications to subscribe to ISAs will only be accepted by us on receipt of the completed account opening process or transfer request.

2.5 We reserve the right to decline an ISA application without specifying any reason for such decision.

2.6 Transfers of ISA assets may be made by us receiving investments from your previous ISA manager. We may, however, decline to accept particular investments and instead ask your previous ISA manager to realise such investments and transfer cash to us.

2.7 Please note that the value of your assets will change over time. The value of your investments and the level of any income from them can go down as well as up. You may not get back the full amount you have invested. You should also remember that past performance of investments is not an indication of how those investments might perform in the future.

2.8 You have the right to cancel the agreement within 14 days of us confirming to you that we have opened your account and that it is available for you to use, or of us providing you with the relevant terms, whichever is the later (“the cancellation period”). You also have the right to cancel a transfer of an ISA from another ISA manager within 14 days of the transfer.

2.9 If you wish to cancel, you must send written notice by post to us [Part 1 clause 24.2]. You will have no further obligations in relation to the service and you will not be charged any fee for cancelling if we have not commenced the provision of our services. However, you agree that we may start providing our services to you before the end of the cancellation period, in which case we may make a pro-rata charge for the service provided to you up to cancellation.

2.9.1 If you cancel, we will return to you the cash in your account at the next dealing period after we receive your cancellation request. If you have purchased investments during the cancellation period, we will sell those investments and send you the sales proceeds after the settlement date. The cash that you receive may be less than you transferred to us if we have carried out deals on your behalf or if the value of your investments has fallen during the cancellation period, and you will bear that market risk. You will also bear the costs associated with deals which we have carried out for you, such as dealing charges and stamp duty.

2.9.2 If you have transferred investments to us during the cancellation period, we will not be able to return these to you until you provide us with instructions as to how you want us to transfer them to you or to another provider.

2.9.3 This does not affect your right to cancel this agreement, but there may be a delay in returning your investments if we do not receive your instructions with your cancellation notice. If the value of your investments falls during that period, you will bear that market risk. You will also bear the costs associated with deals which we have carried out for you, such as dealing charges and stamp duty.

2.94 If you do not exercise the right to cancel, the agreement will remain in effect until terminated under its terms.

Part 3 General

3.1 You will at all times be the beneficial owner of the investments and cash held within your ISA. Your ISA cannot be used as security for a loan.

3.2 All income claimed and received on your behalf, except interest on cash and ISAs, will be retained on your account or paid to you, in accordance with your instructions.

3.3 You authorise us to provide HM Revenue and Customs with all relevant particulars of the ISA and the investments within it.

3.4 We will make claims, conduct appeals and agree, on your behalf, liabilities for, and reliefs from, tax in respect of your ISA.

3.5 For the purposes of this section, references to an ISA include all subscriptions or transfers made by you to such an ISA which is managed by us.

3.6 We will notify you as soon as reasonably practical if, by reason of any failure to satisfy the provisions of the Regulations, the ISA has or will become void.

3.7 Your investments, including share certificates or other documents evidencing title, will be held by us as custodian in accordance with CASS and will be registered in the name of and held by a Nominee as permitted by CASS or held by a custodian appointed by us.

3.8 We may delegate any of our operational functions or investment services (including critical or important functions or services) provided under these Terms to TAM Group Members and their associates, provided that we are satisfied that the party is capable and competent to perform the obligations and rights so delegated and has all relevant licences. We may, where reasonable, employ agents (including TAM Group Members and their associates) to perform any administrative, dealing or ancillary services required to enable us to perform our services under these Terms. We will act in good faith and with reasonable skill and care in the selection, use and monitoring of agents.

3.9 You understand that:

3.9.1 The value of investments in the ISA may go down as well as up. Accordingly, you may not realise the full amount of your investment;

3.9.2 Levels of income from investments in the ISA may fluctuate;

3.10 Where an investment in the ISA is denominated in a currency other than your usual currency, changes in rates of exchange between currencies may cause your investment in the ISA and/or the income to go down or up;

3.11 The tax regime applicable to investments in the ISA may change in the future. We strongly recommend you seek professional advice for any matters related to taxation. We will not provide any advice relating to tax related matters.

3.12 We are not your investment adviser and our obligations under these Terms are limited to your Portfolio. In particular, we do not provide advice to you

on your financial affairs, pensions, taxation or any similar or related matters.

Contract Notes: For each transaction executed on a discretionary account we will not issue a Contract Note containing details of the trade. A contract note will, however, be maintained on file and will be available via our web delivery system.

SECTION IV: GLOSSARY

In these **Terms** (also referred to as the account opening process, unless the context otherwise requires, the following phrases have the following meanings: -

Account means any account with us in your name(s);

Affiliates is defined in clause 12.1;

Approved Bank has the meaning given in the FCA Rules;

AML means Anti-Money Laundering along with the laws and regulations surrounding it.

Best Execution Policy means TAM relies on their custodian's best execution policy in adherence with that required by the FCA, a summary of which is available online at www.pershing.co.uk;

Client Money Rules the provisions in respect of client money set out in the FCA Rules;

Conflicts of Interest Policy means our conflicts policy as required by the FCA Rules, further details shall be provided upon your request;

Custodian has the meaning given in the FCA Rules;

Custody Rules has the meaning given in the FCA Rules;

Discretionary Account means that all investment decisions and transactions will be carried out on your behalf without the requirement for further documentation or input from you.

EEA means the European Economic Area;

Fees means one of the bases of remuneration permitted by the FCA Rules;

FCA means the UK Financial Conduct Authority or any successor to that body;

FCA Rules means the FCA handbook and any other rules and guidance of the FCA, as amended, replaced or supplemented from time to time;

Guidelines mean the investment guidelines which we have agreed with you in the account opening process;

ISA means an individual savings account which is a scheme of investment satisfying the conditions prescribed in the ISA regulations;

ISA Regulations means the Individual Savings Account Regulations 1998 including all subsequent and future amendments;

Nominee means a nominee which may be a TAM Group Member or an external Nominee company;

Portfolio means, where applicable, the assets and cash belonging to you, held by or through us;

Personal Data means any information relating to you or your use of the services provided under these Terms and processed in connection with these Terms;

Professional Client has the meaning given to that term in the FCA Rules;

TAM Asset Management Group Member means any undertaking which is a subsidiary of TAM Asset Management Limited or under common control with TAM Asset Management Ltd and TAM Group and TAM Group Member have corresponding meanings;

Retail Client has the meaning given to that term in the FCA Rules;

TAM means TAM Asset Management Ltd; Subsidiary has the meaning given to it in Section 1159 of the UK Companies Act 2006 as amended or replaced;

Terms means these terms of business, as amended from time to time, the service-specific sections attached insofar as they are relevant to you, the fees and charges you agreed to upon completion of the account opening process, provided to you in the course of creating or managing your accounts;

UK means the United Kingdom

We means TAM Asset Management (and "our" and "us" have appropriate meanings accordingly).

You means you, the client, and where you have opened an account jointly with another person means you and that other person (and "your" shall have an appropriate meaning accordingly).

References to any act or rule include any successor act or rule.

SECTION V: PERSHING

I Relationship between you, us and Pershing Securities Limited

1.1 To help us provide our services to you we have entered into an agreement with Pershing Securities Limited (“PSL”) under which PSL provides **clearing and settlement, safe custody** and other associated services to our clients (“the PSL Agreement”) in order to carry out the investment transactions we execute or arrange for our clients and to hold the related investments and cash. When we consider it necessary or desirable in connection with our services to you, we may agree with PSL that it will also provide other services, such as investment dealing services, under the PSL Agreement. The PSL agreement covers both us and you as one of our clients. Please note that any terms set out in bold in these terms of business are described further in the Glossary which is set out in Annex I to these terms of business.

1.2 PSL is a company registered in England, company number 2474912. Its registered office is at Royal Liver Building, Pier Head, Liverpool, Merseyside L3 1LL. PSL is authorised and regulated by the Financial Conduct Authority (“FCA”) which is located at 25 The North Colonnade, Canary Wharf, London E14 5HS. PSL is also a member of the London Stock Exchange (“LSE”).

1.3 So that you can understand your rights and obligations in relation to the PSL Agreement, the main terms of the PSL Agreement which affect you are summarised below. If you have any questions about the PSL Agreement or these terms of business you should contact us to discuss this as soon as possible, and before you accept the terms of business or instruct us to act for you. As with any agreement or contract, you should also take any independent legal, financial or other advice which you think you need before accepting these terms.

1.4 By accepting these terms of business, you agree that:

- (a) we are authorised to enter into the PSL Agreement on your behalf, acting as your agent;
- (b) accepting these terms means that there is a contract between you and us and also between you and PSL. As a result of that contract, you will be bound by both our terms of business and the PSL Agreement (as set out or summarised below);
- (c) we may give instructions to PSL on your behalf as allowed by our terms of business and the PSL

Agreement and may provide information about you to PSL. When PSL receives such instructions or information from us, PSL is entitled to rely on them without making any further checks or enquiries; and

(d) PSL is authorised to hold cash and investments on your behalf and can transfer such cash or investments from your account to meet your settlement or other obligations to PSL.

1.5 When you read these terms, it is important you understand that you will be a client or customer of ours, but you will also become a client of PSL for settlement and safe custody purposes.

1.6 We retain responsibility (including responsibility for complying with any related regulatory requirements) and PSL shall not have any responsibility for the following matters:

- (a) our own operations;
- (b) the opening of an account for you;
- (c) the supervision and operation of your account for you;
- (d) our ongoing relationship with you;
- (e) making all necessary anti-money-laundering compliance checks;
- (f) explaining to you the types of investments covered and any risks relating to investments, investment transactions or any investment strategy to be pursued on your behalf;
- (g) accepting and executing orders for investment transactions, following your instructions or within the mandate given by you;
- (h) any required assessment of the suitability or appropriateness of transactions and investments for you or, where permitted and necessary, warning you of any possible inappropriateness of an investment;
- (i) if required, providing any investment advice to you or taking investment management decisions on your behalf;
- (j) reviewing your accounts for market abuse, insider trading and compliance with FCA Rules and any other applicable legal and regulatory requirements to which we or you may be subject; and
- (k) giving instructions to PSL which are proper, accurate and in accordance with any instructions or mandate you give us.

1.7 It is important that you understand that PSL is not responsible to you for the matters for which we are responsible. In particular, PSL will not provide

investment advice nor will it offer any opinion regarding the suitability or appropriateness for you of any particular transaction or order. When it provides settlement, and clearing or safe custody services, executes transactions or provides other services to you, it does so relying on the instructions and information we provide and is only responsible for following those instructions.

2 Client Classification and the roles and obligations of people acting together or for one another

2.1 For the purposes of the rules of the Financial Conduct Authority (“FCA Rules”), you will be classified as either a retail client, professional client or an eligible counterparty. PSL will rely on information received from us in relation to your status and will adopt the same client classification for you. We will notify you in writing if there is any change to this position.

2.2 If you hold an account jointly or otherwise hold assets jointly, with any other person, then you and any such other person(s) shall have **joint and several liabilities** to PSL. Examples of situations where such **joint and several liabilities** may arise are as follows:

(a) *Joint account holders:* As well as joint account holders being jointly and severally liable in the way described above, any payment or accounting made by PSL to any one or more of those account holders will be treated as made to all of them.

(b) *Trustees:* As well as the trustees of any trust being jointly and severally liable to PSL in the way described above, PSL will treat the trustees as its client and not any beneficiary of the trust. Any payment or accounting made by PSL to any one or more of the trustees will be treated as made to all of them.

(c) *Partners:* If a partnership is PSL’s client then each partner will be personally, jointly and severally liable to PSL in the manner described above. Any payment or accounting made by PSL to any one or more of the partners will be treated as made to all of them.

(d) *Agents:* If you are an agent acting on behalf of someone else (whether or not that person (the “Principal”), has been identified to PSL as the person for whom you act) you will be treated as PSL’s client under the FCA Rules and you will also be fully liable to PSL under these terms as if you were acting for yourself. You and your Principal will be jointly and severally liable in the manner described above.

3 Your Accounts with PSL

3.1 PSL will open and maintain accounts on its books in your name in order to provide its services to you. When PSL receives any cash and investments from you, or on your behalf, then it will record them in your accounts.

3.2 PSL will have the right at its absolute discretion to stop providing services under these terms and close any accounts it holds and maintains in your name which may occur, for example:

(a) if PSL is obliged to stop providing services under any applicable law or regulation (such as anti-money laundering provisions);

(b) if PSL is not able to provide the services effectively or providing the services would materially adversely affect PSL’s operation;

(c) where you are in material breach of these terms or we are in material breach of the terms of the PSL Agreement;

(d) if providing the services to you or to us in relation to your account will have a materially adverse effect on PSL’s reputation; or

(e) if your liabilities in relation to your account, and amounts owing by you to PSL, exceed or are likely to exceed the value of the cash and investments PSL holds for you.

We will notify you if PSL chooses to exercise this discretion and the reasons for its decision unless we or PSL are prevented from doing so by some legal or regulatory constraint.

3.3 You may at any time when there are no outstanding obligations owed by you to PSL, give notice in writing to us to stop receiving services from PSL and close your accounts with PSL.

3.4 If either you or PSL decide to close your accounts with PSL you will need to give instructions on the future custody of your investments so that PSL can transfer your money and investments (after deducting amounts owed to it) to your new custodian.

4 Communication and Instructions

4.1 PSL will only accept instructions for your accounts from us and not directly from you.

4.2 PSL may rely on and act on any instructions which PSL in good faith believes were given by us or our representatives. Such instructions can only be cancelled or changed if we give written notice to PSL

sufficiently in advance to enable PSL to prevent the processing of the instructions. If PSL seeks instructions from us and we do not respond within a reasonable time, then PSL may take such action as it considers appropriate on the relevant matter. PSL is not responsible or liable to you for any delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is as a result of factors outside the reasonable control of PSL. This means that if the delay or inaccuracy is not PSL's fault, then you cannot obtain redress from PSL.

4.3 There may be circumstances where PSL refuses to accept any order or other instruction for your account. For example, PSL may do so for any of the reasons set out in paragraphs 3.2(a)-(e) above or where:

- (a) the transactions falls outside the dealing criteria that PSL applies;
- (b) PSL cannot carry out the instruction because it cannot access a market; or
- (c) we or PSL do not have the necessary FCA permission to deal in a particular investment.

We will inform you if PSL refuses to accept an instruction and the reasons for its decision unless we or PSL are prevented from doing so because of any legal or regulatory constraint.

4.4 If you have any questions or concerns relating to your account with PSL, you should tell us, and we will deal with PSL on your behalf. You should not contact PSL directly.

4.5 All communications whether written, spoken, electronic or in any other form between you, us and/or PSL shall be in English.

5 Dealing

5.1 Normally we will be responsible for executing any order or transaction on your behalf. This means that PSL will not owe you a duty of best execution under the FCA Rules or otherwise when it carries out transactions executed by us on your behalf. We shall be responsible for ensuring best execution and for any decision to aggregate transactions for you with those of other people.

5.2 We may sometimes agree with PSL that it is to execute transactions for your account when we transmit orders to it. If we do this, we have agreed that, rather than you, we will be PSL's client for the purposes of the FCA Rules. In order for PSL to provide

dealing services for your account, you need to ensure that:

- (a) where you are buying investments, there is sufficient cash in your account; and
- (b) where you are selling investments, documents of title or transfer forms that are required are delivered to PSL,

in either case, prior to the execution of the transaction by PSL.

5.3 PSL will provide **dealing** or **execution** services on the following basis:

(a) execution by PSL will be subject to the FCA Rules and the rules of any investment exchange or other trading facility on which the transaction is executed;

(b) PSL will treat the instructions we give them as binding on you. Any express instruction from us to PSL on your behalf concerning order execution will override PSL's order execution policy and will remain binding on you;

(c) PSL will execute such orders in accordance with PSL's order execution policy as amended from time to time, a summary of which is set out on in PSL's website on www.pershing.co.uk under "disclosures" and therein under "compliance disclosure". By your acceptance of these terms, you confirm your consent to the execution policy and acknowledge that it may be amended from time to time. You also agree that PSL may execute transactions on a market that is not a regulated exchange or multilateral trading facility in the European Economic Area. Please note however the provisions of Annex 3 in relation to any overseas investments;

(d) PSL may combine your orders with orders for its other clients or PSL's own orders. PSL will only do this if it considers that it is unlikely to work to the overall disadvantage of you or any of its clients involved however it is possible that aggregating orders in this way may sometimes operate to your advantage and sometimes to your disadvantage by giving you a higher or lower price than might have been the case if your order had been placed individually; and

(e) once PSL executes any transaction on your behalf, PSL will, unless you previously instructed us otherwise, send a contract note to you. It is very important that you check the detail of all contract notes you receive, and notify us (and not PSL directly) immediately if there is any error or if you have any question about them, because the contract note will be considered a conclusive and final record of any detail

contained in it, unless we notify PSL of an error within 1 working day after receipt by you and in any event no later than the settlement date for the transaction concerned.

6 Settlement of Transactions

6.1 When transactions are undertaken on your behalf, they will be due for settlement in accordance with market requirements and the relevant contract note or advice. These settlement terms will vary dependent upon the market and securities dealt in. The contract note will specify the settlement date.

As stated above, it is your responsibility to ensure that PSL receives the necessary investments, documents or cash (as the case may be) in order for PSL to settle the transaction on your behalf. PSL must receive any cash in cleared funds in sufficient time prior to the settlement date in order that it can make the necessary payment.

6.2 You hereby undertake that any cash or investments held by or transferred to PSL by you will be free from any right of a third party to make claims against that money or those investments. In particular, it is your obligation to make sure that no other person will be entitled to:

- (a) security rights over them, such as a **mortgage** or a **charge**;
- (b) any right to withhold or retain them, such as a **lien**;
- (c) any other rights to have any of the cash or investments paid or transferred to them or to prevent any transfer of such cash or investments from going ahead; or
- (d) any right to be paid all or any of the proceeds of a transaction;

so that settlement on your transaction can take place.

6.3 In order to settle transactions on your behalf, PSL will need to deal with the other party to the transaction (the “counterparty”). If a transaction has to be settled through a **CCP** or **CSD** the specific provisions set out in Annexes 2 and 3 shall apply.

6.4 You agree that you will not have any rights to cash or investments which are due to be received by you following a transaction until you have performed your own obligations in relation to that transaction and PSL has been able to settle that transaction on your behalf. Similarly, PSL has no obligation to account to you for any such cash or investments until you have performed your obligations and the transaction has

been settled. Until that has happened, PSL is entitled, without giving you any further notice, to sell or otherwise dispose of any such investments and apply the proceeds or any cash it receives in relation to the transaction in order to discharge or reduce any of your obligations in relation to the transaction.

6.5 PSL is not obliged to credit any cash or investments it receives to your account until it has received them in irrevocable and unconditional settlement of the relevant transaction without the sender being able to reverse the settlement or require redelivery. If for any reason PSL does credit cash or investments to your account earlier than this and PSL reasonably considers that irrevocable and unconditional settlement is unlikely to take place, then PSL will be entitled to reverse the entry and require you to give back or redeliver the cash or investments or their equivalent.

6.6 In some cases, transactions will be subject to **netting**. You agree, in respect of any transaction which is subject to **netting**, to discharging the settlement obligations on a net basis in accordance with the rules of the relevant **CCP**, **CSD** or agreement with the counterparty. You acknowledge that if net settlement takes place then PSL will only be obliged to account to you for any investments or cash in connection with the transaction on a net basis.

6.7 If a transaction is undertaken on your behalf on non-UK markets, the specific provisions set out in **Annex 3** shall apply.

6.8 Transactions executed on your behalf may settle in the books of a **CCP**, **CSD** or other body or custodian combined with transactions for the account of other clients of ours. If this happens then PSL will allocate between our clients the cash or investments received by it or on its behalf as a result of the settlements in accordance with the client trades, we have notified to it. If PSL receives cash or investments for trades that were intended to settle at the same time (but which, for whatever reason, do not do so), then PSL will allocate that cash or investments received by it on the following basis:

- (a) in accordance with any priority for settlements determined by PSL prior to the transactions taking place;
- (b) if transactions have the same priority, then the allocation will be in order of time, by reference to the intended settlement date of the transaction which we specified to PSL, so that the earliest in time will settle first in each case;

(c) where transactions have the same priority and intended settlement date, then the allocation will be by value so that the larger or largest trade by value (not by number of units or size) will be settled first in each case.

(d) where these allocations are necessary, they will also be subject to the operation of the relevant **CCP**, **CSD**, custodian or other entity. Such operations may include a **netting** rule or practice, automatic splitting of unsettled transactions or other automatic aggregation, splitting or allocation.

6.9 Time shall be of the essence with respect to any payment, delivery or other obligation of yours to PSL.

7 Client Money

7.1 Money held by PSL for your account, will be held in compliance with the FCA Client Asset Rules when these apply to the money. This means, amongst other things, that PSL will hold your money in a special designated client bank account which is an account kept separate from PSL's own funds.

7.2 When considering where that client bank account should be, PSL will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where your money is deposited and of the arrangements for holding your money (such as which banks or credit institutions are used, the amount of client money deposited with the bank or credit institution and any use of fixed term deposits for client money). These requirements will not apply where your money is held with a central bank of a country. It is important to note that PSL is not responsible for any acts, omissions or default of a credit institution or bank chosen by it but only for taking care in its choice and monitoring.

7.3 When PSL holds your money in a client account it may be pooled with money belonging to other clients of PSL. Where funds are pooled in this way, you will not have a claim for the specific sum in a specific account. Your claim would be against the client money pool in general and if there is a deficiency in the pool you would share pro rata in that loss. Such a deficiency is likely to arise if a relevant bank or credit institution with which client money is deposited by PSL becomes insolvent or otherwise defaults on its obligations to pay out money when due.

7.4 If PSL holds money which is not immediately required to settle an investment transaction, such money will be deposited with a bank or credit

institution, together with other clients' money. Money may earn interest at a rate determined by the relevant bank or credit institution. However, the amount of any interest on money that would be credited to your account and made available to you (subject to clauses 11 and 12.3), will be determined by us, and will be as notified by us to you from time to time. Any interest will be calculated on a daily basis and credited to your account every six months. We may decide not to credit your account if the amount of the interest falls below a threshold notified to you by us. Unless we notify you otherwise, you will be entitled to interest at the central bank base rate for Sterling, US Dollars, and the Euro, and the applicable local agent credit rate for other currencies, less a money management fee charged by PSL. PSL charges a fee for managing the balance on your account (the money management fee) and that fee will be applied to the balance on your account and may be higher than any interest which would otherwise have been credited to your account in which case a charge in the form of debit interest may be charged for that balance as notified to you by us.

7.5 If we, or PSL, are unable to contact you (for example if you move and fail to update your address with us), so that we are unable to deliver money held for your account to you, or you fail to respond to our communications requesting any instructions from you concerning such money, with the result that any of your money held by PSL is unclaimed, PSL may transfer such money to a pooled client unclaimed money account subject always to PSL undertaking to make good any valid claim by you. The money held in the client unclaimed money account will be held by PSL in compliance with the FCA Rules.

7.6 Sometimes we or PSL will undertake a transaction for you which requires your money or investments to be passed to a **Relevant Party** in order to meet the obligations under that transaction or as **Margin or Collateral**. When a **Relevant Party** is involved then any money or investments passed to the **Relevant Party** may be at risk in the event of its insolvency. By accepting these terms, you acknowledge that this is the case.

7.7 Please refer to the provisions of Annex 3 which will apply if your money is held by a credit institution or bank outside the UK or EEA.

7.8 PSL may use a bank which is affiliated to PSL to hold client money on your behalf subject always to any specific FCA Rules concerning the use of such affiliated bank.

7.9 Money held by PSL in pooled client money accounts as set out in this clause 7, may (in part) be

deposited (where permitted under FCA Rules) into a fixed term deposit. Money held in fixed term deposits cannot be withdrawn by PSL until the fixed term expires. This means that the part of the client money pool (as described in clause 7.3 above) which is held in fixed term deposits would not be available for immediate (or next day) withdrawal by you and the return of such client money would be delayed until the fixed term expires. In addition, PSL would not be able to move client money held in a fixed term deposit until the expiry of such fixed term and therefore would not be able to mitigate the risk of any default or insolvency of the relevant bank or credit institution and the possible creation of a deficiency in the client money pool (resulting in a loss as described in clause 7.3) which may arise during such fixed term. By accepting these Terms of Business, you acknowledge you are aware of and accept the risks set out in this clause 7.9.

8 Custody and administration of your investments

8.1 Subject to clause 8.2, where PSL holds investments for your account it will register those investments in the name of a **nominee company** controlled by PSL or by a member of PSL's group.

8.2 In some situations, for example where the rules of a particular market or **CSD** require, PSL will register your investments in the name of an **Eligible Custodian**. PSL will not usually register investments in your name but if it is required to do so, you shall remain responsible for the consequences of any such registration.

8.3 If your investments are held overseas the provisions of Annex 3 shall also apply.

8.4 When your investments (including any money held for your account) are held by a depository or an **Eligible Custodian**, such depository or **Eligible Custodian** may have rights against your investments, arising out of the operation of local law, local regulatory rules, or market practice which may include:

- (a) security rights over them including but not limited to a **mortgage** or **charge**;
- (b) rights to withhold or retain them, such as by way of a **lien**;
- (c) other rights to have the asset paid or transferred to them or to prevent a transaction involving such asset from going ahead; and/or

(d) rights to be paid any or all of the proceeds of a transaction involving the asset.

PSL has agreed with the **Eligible Custodians** that such rights as set out in this clause 8.4 are limited to those in respect of debts arising out of (i) properly incurred charges and liabilities arising from the safekeeping, administration and provision of services (including the settlement of transactions as set out in clause 6) with respect to the investments held by the **Eligible Custodian**; or (ii) arise under the rules of a **CSD, CCP** or local settlement system.

8.5 PSL shall keep a record of your entitlement to your investments in situations where PSL or an **Eligible Custodian** (or a **nominee company**) have registered or recorded your investment in a combined account or pooled in some other way with investments belonging to other clients of ourselves, of PSL or of the **Eligible Custodian**. In such a situation you should note the following effects and by accepting these Terms of Business you expressly acknowledge and accept these risks:

(a) your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register;

(b) In the course of settlement of transactions from the omnibus account (due to the nature of such holding and the operation of settlements into and from an omnibus account) circumstances could arise whereby your assets as held in the pool are used to satisfy the transaction of another client whose assets are also held in the omnibus account. You should note that Pershing has in place systems and controls to reduce the occurrence of such events and to mitigate the risk to you from such circumstances as required under FCA Rules;

(c) if there is an irreconcilable shortfall following any loss by or default of, PSL or the **Eligible Custodian** (or a **nominee company**) then you may not receive your full entitlement and may share in any shortfall on a pro-rated basis with any other investors;

(d) sometimes PSL will receive investments or money on behalf of more than one client in connection with pooled holdings (for instance in a bonus or rights issue or takeover). In such circumstances PSL may, in accordance with FCA Rules, allocate such investments between clients on whatever basis it considers fair and reasonable in accordance with its allocation policy in force at the time;

(e) if a share issue or other corporate event favoured the small investor (as defined by the issuer making the issue or creating the corporate event) your

actual allocation may be less than it would be if your investments were registered in your own name; and

(f) sometimes amounts or investments may arise which would not have arisen if the investments had been registered in your own name. You may not be entitled to any such additional amounts.

8.6 Any instructions you wish to give about the administration of investments held by PSL should be given to us in writing for us to send to PSL. We will not accept instructions from anyone but you and will not send instructions to other people on your behalf unless in either case you have previously provided us with a copy of a valid power of attorney authorising us, or the relevant person, to send such instructions.

8.7 PSL will inform us of any rights issues, takeover offers, capital reorganisations, conversion or subscription rights (collectively “corporate actions”) that affect or relate to investments held on your behalf by PSL or an **Eligible Custodian**. It will do so as soon as reasonably practicable after receiving notice of those events. We will, in turn, inform you.

8.8 You should contact us and not PSL if you need any advice in connection with any corporate actions. PSL is not responsible for taking decisions in relation to any corporate actions and will require instructions from you or us on matters such as:

- (a) exercising conversion and subscription rights;
- (b) dealing with takeovers or other offers or capital reorganisations;
- (c) exercising voting rights (where PSL exercises such rights on your behalf).

8.9 If any notification is given to you pursuant to clause 8.7 from PSL, you must ensure that you provide instructions to us, for onward transmission to PSL in sufficient time to ensure that PSL is able to act upon such instructions. The instructions given, their consequences, and the consequences of failing to give us instructions, will be entirely your responsibility. Neither we nor PSL is obliged to do more than give one notification on the relevant matter.

8.10 PSL will be responsible for claiming and receiving dividends, interest payments and other entitlements automatically arising in respect of the investments held for your account.

8.11 Sometimes PSL or an **Eligible Custodian** who is holding your investments may receive dividends, interest and other rights or payments after local withholding or similar taxes or other deductions are made from those sums. You accept that PSL or any

Eligible Custodian may, if it is required to do so to comply with legal or regulatory requirements, withhold or deduct tax or other amounts from any such payments. Any costs PSL or an **Eligible Custodian** incurs when complying with these obligations may be deducted by PSL from your account. If you are eligible to reclaim any such withholdings or deductions then this will be your responsibility and not that of PSL or an **Eligible Custodian**, to do so.

8.12 PSL will arrange for you to receive safe custody statement showing the investments and cash balances it holds for you, reported on a trade date basis. The frequency of such statements is determined by FCA Rules. PSL may provide such statement to you via appropriate on line or electronic means and provided we or PSL notified you of the availability of such statement, it shall be your responsibility to access and review such statement.

8.13 In some circumstances PSL may refuse to hold any investment or investments for you. This may occur in any of the circumstances outlined in clause 3.2 of these terms or if the investment concerned is of a kind for which PSL does not have facilities, or arrangements with appropriate **Eligible Custodians**, to hold or if holding the investment would expose PSL to liabilities. We will notify you if PSL chooses to exercise this discretion unless legal or regulatory constraints prevent such disclosure.

8.14 PSL will not loan your investments or use them to raise finance.

9 Consequences of your default

9.1 If you fail to pay cash or investments (as relevant) when due to meet any settlement obligations or if you otherwise fail to meet any of your other obligations to PSL then you should be aware that there will be certain consequences as a result of such failure, as further described in the remainder of this clause 9.

9.2 You will not have a right to title or interest in any cash or investments received for your account. PSL will have no obligation to deliver or account to you for any such cash or investments and PSL will be entitled to retain any such cash or investments until such time that you have met your obligations.

9.3 PSL may, without providing any advance notice, use any cash, or sell any securities, held or received for your account and use the proceeds (after deducting any costs in doing so) to eliminate or reduce any unpaid obligations owed to PSL. Any surplus remaining after discharging the obligations owed to PSL

will be paid to you. If the cash and proceeds of disposals do not cover all the obligations owed to PSL, you will still owe PSL the balance.

9.4 PSL may, among other things, and without giving you further notice:

(a) enter into any other transaction (including those with the effect of closing-out a position, or reversing or cancelling a transaction previously entered into);

(b) take or refrain from taking further action which it considers would, or could, reduce or eliminate any liability under any transaction undertaken for you. PSL may take similar action where it reasonably considers that you have not, or are unlikely to perform your obligations under these terms.

9.5 Where PSL exercises its rights to use your cash or dispose of your investments under clause 9.3 above, it will have no further obligation to you (and neither you nor we will have any right to require PSL to account to you, or to anyone else, for any investments or cash received when the relevant transaction is settled.

9.6 You agree that PSL may **set off** transfer or apply (without further notice to you) any obligations or monies owed by PSL to you in order to satisfy in whole or in part any debt or obligation or sum that is due from you to PSL. This applies even if the obligations are in different currencies and includes the payment of any fees or charges due to PSL and any amounts due under your indemnity obligations to ensure PSL does not lose money as a result of your default under these terms or the services it provides you with.

9.7 In exercising its rights under these terms PSL may convert currencies and carry out foreign exchange transactions with you or on your behalf at such rates and in a manner, that PSL may in its discretion determine. In such circumstances, PSL shall be acting on its own behalf and not executing your orders. It shall therefore not be liable to you for the result obtained, nor for its choice of which investments are to be sold.

9.8 The provisions in this clause 9 will continue to apply even if we or PSL stop providing services to you, so long as any obligations for your account remain outstanding. They apply in addition to any other right PSL has, and they will not be affected by any failure by PSL or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

10 Limits on PSL's Liability to you and Indemnities you give to PSL

10.1 The liability of PSL (and where relevant its directors, employees or agents) to you for any loss or damage which you suffer in connection with these terms shall be limited to circumstances where any such loss or damage has arisen directly as a result of negligence, fraud or wilful default or a breach of the FCA Rules by PSL (or where relevant, its directors, employees or agents). In any event, PSL will not be liable to you for any indirect or consequential losses (howsoever arising). PSL will also not be liable for any loss that is a loss of profit or for any losses that arise from any damage to your business or reputation.

10.2 This means that PSL will only be liable for losses that arise as a result of its negligence, fraud or wilful default and then only, for any losses which:

(a) arise naturally from a breach by PSL of its obligations; and

(b) which were reasonably foreseeable to PSL at the time these terms are entered into.

10.3 It is important that you understand that you are responsible for making sure that PSL does not suffer by reason of acting for you. You agree to make good and reimburse (indemnify) PSL and each of its directors and employees and agents ("Indemnified Persons"), after the deduction of any applicable taxes, for and against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than PSL's corporation tax) which are caused by;

(a) PSL providing its services to you;

(b) material breach by you of any of these terms;

(c) default or failure by you to make a delivery of investments or payment when due; or

(d) any challenge to the validity of, or requirement for proof or ownership, or in respect of any fraud or forgery in relation to any investments delivered to PSL by you or on your behalf, or in relation to any document of transfer regarding such investments. This will include any electronic instruction or information, which appears to transfer such investments.

10.4 You will not be liable to indemnify PSL under this clause 10 and PSL will have no right or claim against you or us if any consequences to PSL are caused by its own negligence, wilful default, fraud or any breach of the FCA Rules.

10.5 PSL has no liability to you or us for failure to provide any of the services under these terms if that

failure is caused wholly or partly by events beyond PSL's reasonable control. This includes (but is not limited to) any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster. In any of these (or other similar) circumstances any or all of PSL's obligations will be suspended until the state of affairs giving rise to the failure of PSL is remedied.

10.6 The provisions in this clause 10 will continue to apply even if we or PSL stop providing services to you. They apply in addition to any other right of indemnity or claim of any Indemnified Person whether or not under these terms, and they will not be affected by any failure by PSL or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

11 Charges

11.1 The fees and charges payable by you in relation to the services provided by PSL (in particular, the money management fee), and any taxes payable through PSL, will be set out in the fees and charges information provided to you by us from time to time. PSL can either pay these out of the assets and money it holds for you for your account or by way of set off as described at clause 9 above or require you to pay them directly to PSL or to PSL through us. You may also be liable for other taxes or charges which are not payable through PSL.

12 PSL's Conflicts of Interest

12.1 PSL, its associated group companies (associates) or nominees may provide services or enter transactions under these Terms in circumstances in which PSL or its associates have a material interest. This interest could be direct or indirect and PSL or its associates could also have a relationship with someone else, which may involve a conflict of interest or potential conflict of interest with you. Examples where such actual or potential conflicts may happen include situations where PSL or any of its associates:

(a) is, or is acting on behalf of, the counterparty to a transaction that is executed by PSL (whether or not involving a fee or commission or increased or reduced price offered or received by PSL or its associates);

(b) has a long or short position in the relevant investment; or

(c) is otherwise connected to the issuer of the investment to which any instructions relate.

12.2 PSL may receive payments from fund managers if PSL provides services to those fund managers through the PSL Nexus Funds Trading Platform. Any payments of this kind are calculated by reference to the value of the assets that PSL holds in custody for its clients.

12.3 PSL may place money held for your account with a bank or other financial institution (in accordance with the FCA rules) and earn interest and retain some or all of that interest from that bank or financial institution.

12.4 A summary of PSL's conflicts policy (including further disclosure concerning the payments PSL may receive from fund managers) is published on PSL's website at www.pershing.co.uk under the heading of "compliance disclosures" (a hard copy is available on request from us).

12.5 You acknowledge that neither PSL nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above.

13 Data Protection and Confidentiality of Information

13.1 PSL may store, use or otherwise process personal information about you which is provided by you or us on your behalf. The purposes for which it can store, use or process such personal information are providing investment and other services under these Terms, administering your account and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes for credit and anti-money laundering enquiries or assessments. In the United Kingdom PSL operates and has made all the appropriate notifications in accordance with applicable data protection legislation.

13.2 Any information that we and PSL hold about you is confidential to you and will only be used in connection with providing services under these Terms (as may be set out in more detail in PSL's published privacy policy as referred to in clause 16). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. PSL will only disclose your information to third parties in the following circumstances:

- (a) If required by law or if requested by any regulatory authority or exchange having control or jurisdiction over you, us or PSL (or any associate of us or PSL);
- (b) to investigate or to prevent fraud, market abuse or other illegal activity;
- (c) in connection with the provision or services to you by us or PSL;
- (d) for purposes closely related to the provision of the services or the administration of your account including without limitation for the purposes of credit enquiries or assessments;
- (e) if it is in public interest to disclose such information; or
- (f) at your request or with your consent.

13.3 The restrictions on the use of confidential information described above are subject at all times to a general proviso that PSL may disclose your information to certain permitted third parties including members of its own group (associates) and its professional advisors (including accountants and lawyers) who are subject to confidentiality codes.

13.4 Neither we nor PSL will sell rent or trade your personal information to any third party for marketing purposes unless you give your express consent.

13.5 You should note that by signing or otherwise accepting these Terms you agree that PSL is allowed to send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as the UK. PSL will however, always take steps to ensure that your information is used by third parties only in accordance with PSL's policy.

You are entitled to a copy of any information PSL holds about you. In the first instance, you should direct any such requests to us and we will pass your request on to PSL. PSL is entitled to by law to charge a fee of £10 to meet the cost of providing you with details of the information it holds about you. You should let us know if you think any information PSL holds about you is inaccurate and we will ask PSL to correct it.

14 Complaints

14.1 If you have a complaint you should notify our compliance officer in the first instance. If however,

your complaint concerns an aspect of the service provided to you by PSL and you wish to copy your complaint to PSL directly copies should be sent to:

The Compliance Officer
 Pershing Securities Limited
 Royal Liver Building, Pier Head
 Liverpool
 Merseyside, L3 1LL

14.2 Where you make a complaint both we and PSL will endeavour to resolve your complaint as quickly as possible but in any event we will acknowledge receipt of your complaint within 3 business days. The acknowledgement sent will include a full copy of our or PSL's internal complaints handling procedure. We aim to resolve your complaint within 4 weeks of receipt. Where this is not possible we will contact you to explain why resolution will take longer than 4 weeks and indicate when we anticipate being able to resolve your complaint. Upon resolution of your complaint we or PSL will send you a final response letter, which sets out the nature of our response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with our or PSL's final response, or we have failed to resolve your complaint within 8 weeks of receipt, you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure is provided in our or PSL's final response.

15 Investor Compensation

15.1 PSL is covered by the UK's Financial Services Compensation Scheme ("FSCS"). Compensation may be available from the FSCS if PSL cannot meet its obligations to you. Your possible entitlement to compensation will depend upon the type of business and the circumstances of the claim. Most types of investment businesses are covered for £50,000 per person per firm. Further information about compensation arrangements is available from the FSCS, www.fscs.org.uk.

16 Amendment

16.1 PSL reserves the rights to alter these terms at any time. It will only do so after giving prior written notice to us in reasonable time for you to consider the impact of those changes, unless it is impractical in the circumstances to give such notice.

17 Provision of Information via a website

17.1 PSL may provide the following information to you via their website www.pershing.co.uk (under the “disclosures” section). Such information may be amended from time to time by PSL:

- (a) General disclosures of information about PSL, its services and disclosures relating to such Services in general;
- (b) Information concerning the safekeeping of investments and money held by PSL or any of its appointed **Eligible Custodians**;
- (c) Information on costs and charges;
- (d) Information relating PSL’s order execution policy, order handling and conflicts of interest;
- (e) PSL’s privacy policy covering the processing of any personal data under the relevant data protection legislation; and
- (f) Disclosures and policies containing general information in relation to the Services provided by PSL to you which PSL is required to publish or which is addressed to the generality of its clients (excluding amendments to these terms and conditions)

PROVIDED always that such information provided via the website does not include any confidential information or personal data relating to you.

18 General

18.1 PSL’s obligations to you are limited to those set out in these terms. PSL shall in particular not owe any wider duties of a fiduciary nature to you.

18.2 No third party shall be entitled to enforce these terms in any circumstances.

18.3 Any failure by PSL (whether on an ongoing basis or not) to insist upon strict compliance with any of these Terms is not deemed to amount to PSL giving up or waiving any of any of its rights or remedies under them. The rights and remedies conferred on PSL will be cumulative and the exercise or waiver of any part of them will not stop or inhibit the exercising by PSL of any other additional rights and remedies.

18.4 These terms are governed by English Law and you irrevocably agree to submit, for the benefit of PSL, to the non-exclusive jurisdiction of the Courts of England.

APPENDIX I: GLOSSARY

Business Days	Means any day on which the London Stock Exchange is open for trading
CCP	This stands for central counterparty, which is typically an institution that acts as an intermediary between two market participants. The seller of a security sells to the central counterparty. The central counterparty simultaneously sells to the buyer. This means that if one party defaults then the central counterparty will absorb the loss. This reduces the amount of counterparty risk that market participants are exposed to. Certain markets that PSL trades in on your behalf will involve a CCP and such transactions will be subject to the rules of the CCP.
Charge	A charge does not involve a transfer of ownership but gives a degree of control to a third party over any dealing or disposal of the asset.
Clearing and Settlement Services	The process by which, once an investment has been bought or sold on your behalf, the money is transferred from the buyer to the seller and the investments or the title to the investments is transferred from the seller to the buyer.
CSD	This stands for central securities depository which is a financial institution that custodies securities and provides securities settlement services to one or more markets. When settling a transaction on your behalf PSL may have to settle such transaction through a central securities depository or other securities settlement system and the transactions will be subject to the rules of the CSD.

Dealing or Execution Services	The buying or selling of investments on your behalf.
Eligible Custodian	This refers to a third party custodian (or its nominee company) who PSL selects under the FCA Rules to register your investments with.
Joint and Several Liability	If joint and several liability applies, the effect is that both you and the other person(s) separately promise to meet all obligations under these terms in respect of the account either (1) jointly with the other person(s); and (2) individually.
Lien	A Lien allows the person holding the asset to withhold or retain such asset pending the satisfaction of your obligations to them.
Margin or Collateral	This is where your money or investments are passed to a Relevant Party in order to provide security against the performance of obligations.
Mortgage	A mortgage transfers the ownership of an asset to a third party on the condition that it will be re-transferred on the discharge of the obligations owed to that third party.
Netting	Netting is the process under which PSL and/or the counterparty, CCP , CSD or other body concerned with settling a transaction are entitled to reduce their obligations to each other by setting off their obligations to deliver cash or securities to one another. This will give a single amount owing to one party from the other rather than a two-way payment. This single amount will then be paid or delivered to the relevant party.
Nominee Company	A nominee company is one which is used solely for holding investments separately and which

	does not carry on any other business.
Relevant Party	This includes (but is not limited to) an exchange, clearing house, intermediate broker, settlement agent or a counterparty dealt with directly (over the counter) outside of any exchange. The Relevant Party may be located in the UK or elsewhere.
Safe Custody Services	The safekeeping and administration of any investments held by PSL or its nominee company on your behalf.
Set-Off	This may arise where both you and PSL owe sums to each other. In such circumstances PSL may deduct any sums owed to it by you from any sums that are owed by PSL to you so as to either eliminate or reduce PSL's liability to you.
Time shall be of the Essence	The use of this term in relation to any payment, delivery or other obligation you have to PSL means that PSL shall be entitled to terminate these terms and, if appropriate, claim damages from you if you fail to perform your obligation in accordance with the time specified. It is intended to ensure that the relevant deadlines are strictly complied with.

APPENDIX 2: CCP AND CSD TRANSACTIONS

I Settlement of CCP and CSD Transactions

In order to settle transactions on your behalf, PSL will need to deal with the other party to the transaction (the "counterparty") and sometimes transactions will be settled through a central counterparty ("**CCP**") or a central securities depository or other securities settlement system ("**CSD**") or other depository transfer agent or similar body. When PSL deals with these parties, it does so as your agent, in good faith and on the basis that:

PSL is not responsible for any default or failure of the **CCP**, **CSD** or other counterparty or of any depository or agent of those entities; and the delivery of any securities or payment to you as a result of the transaction is entirely your risk and not that of PSL.

In some cases, transactions will be subject to **netting**. You agree, in respect of any transaction which is subject to **netting**, to discharging the settlement obligations on a net basis in accordance with the rules of the relevant **CCP** or **CSD**. You acknowledge that if net settlement takes place then PSL will only be obliged to account to you for any investments or cash in connection with the transaction on a net basis.

We and you acknowledge and agree that:

PSL does not owe any duty to us, you or any other person to verify the appropriateness, adequacy or effectiveness of the rules, requirements and procedures of any market or **CCP**; or in relation to any exercise or non-exercise by the market or the **CCP** of its rights or powers under such rules, requirements and procedures; and

PSL shall have no liability for any loss or damage suffered or incurred by us or you by reason of PSL taking or failing to take any action, where such action or failure to take action is authorised, permitted or required by a market or a **CCP** or is otherwise deemed necessary by PSL under the rules, requirements and procedures of the market or the **CCP**.

2 Limits on PSL's Liability to you and Indemnities you give to PSL

If any net settlement takes place then PSL's only obligation to account to you will be to account for the net investments and/or cash received by it from any relevant **CCP**, **CSD**, or their respective agents, corresponding to the transactions relevant to the net settlement entered into on your behalf. In addition you agree that PSL shall have no liability to you in connection with the exercise by any **CCP**, **CSD**, or their respective agents of their powers under any Power of Attorney or equivalent right or power in respect of any settlement account operated by or on behalf of PSL in connection with the settlement of any transaction.

APPENDIX 3: OVERSEAS INVESTMENTS

1 Settlement of Transactions

If a transaction is undertaken on your behalf on non-UK markets, it will be subject to the rules of the relevant overseas exchange, clearing system and/or depository and to any terms of any foreign agent or custodian employed by PSL. These rules and terms may include, but are not limited to, such persons having the right to reverse a transaction (including reversing the delivery or re-delivery of any investment and any payment) even after it has been settled. In view of the number of markets and counterparties which may be used it is not possible to outline all of the potential rules and obligations that may apply in such cases.

2 Client Money

If your money is held by a credit institution or bank outside the UK or EEA or your money or investments are passed to a third party then it is important you understand that the legal and regulatory regime applying to that credit institution, bank or other third party will be different from that of the United Kingdom or the EEA. This means, amongst other things, that the rights and protections you have under the FCA Rules will not be available in respect of those banks or credit institutions or third parties. Other rules and regulations may apply to them under local law but your rights and obligations are likely to differ, particularly if such party is in default

3 Custody and administration of your investments

3.1 Whether or not they are registered or recorded in the name of PSL, or an **Eligible Custodian**, investments belonging to you which are held abroad may be subject to different settlement, legal and regulatory requirements from those applying in the UK or the EEA. Your rights may therefore also differ. In particular, such investments, by their nature may require, in order to effect settlement of your transaction, that the investment is held in a country that may not impose specific regulation covering the safekeeping of investments. Subject to PSL, satisfying itself that the arrangements for the holding of your investment in such market by the **Eligible Custodian** it appointed are adequate (based on the due diligence referred to in clause 3.2 of this Annex 3), PSL will **Custodian** notwithstanding the risks outlined in this Annex 3.

3.2 PSL will exercise due skill, care and diligence in the selection, appointment and periodic review of any **Eligible Custodian** it appoints (including the regulatory rules applicable to such **Eligible Custodian**) and the arrangements for the holding and

safekeeping of your investments. It is important that you understand PSL is not responsible for anything done or not done, or any default of an **Eligible Custodian** unless that default is caused by the negligence, fraud or wilful default on the part of PSL or any of its nominee companies. Although PSL will seek to make sure that adequate arrangements are made to look after your ownership rights in any investments (especially in the event of its own insolvency) you should understand that your investments may be at risk if an **Eligible Custodian** becomes insolvent.

3.3 Overseas investments may be registered or recorded in the name of PSL or in the name of an **Eligible Custodian**. Your acceptance of these terms indicates your consent to the possibility of registration in such manner. However any such registration in one of these ways will only be done after PSL has taken reasonable steps to determine that it is in your best interests to do so or that it is not feasible to do otherwise because of the nature of the applicable law and market practice in the jurisdiction where the transaction occurs. Registration in this way means that your investments may not be kept separate from other investments belonging to PSL or the relevant **Eligible Custodian**. Your protection may therefore be less, as if the person in whose name your investment is recorded defaults on its obligations, your investment may not be separately identifiable as yours. Accordingly it may be subject to other third party claims including claims by the general creditors of the defaulting person.

ADDITIONAL CLAUSES

Agent as Client

If you are an agent acting on behalf of someone else (whether or not that person (the “Principal”), has been identified to PSL as the person for whom you act) you will be treated as PSL’s client under the FCA Rules and you will also be fully liable to PSL under these terms as if you were acting for yourself. You and your Principal will be jointly and severally liable in the manner described above. In addition, you represent warrant and undertake to us and PSL on a continuing basis that:

- You have full power and authority to instruct us on these terms;
- You have no reason to believe that any such underlying client will not be able to meet any settlement or other payment obligation under these terms;

- At the time you instruct us to undertake a transaction for such underlying client there are sufficient funds or assets under your authority to permit settlement and you will not subsequently execute transactions which could result in insufficient funds or assets being available;
- To your knowledge any transaction undertaken for any such underlying client will be its valid and binding obligation enforceable against it in accordance with its terms subject to bankruptcy and other applicable laws;
- You have no reason to consider that any such underlying client is or is likely to become insolvent;
- You have obtained and recorded evidence of the identity of any such underlying client or any underlying principal of such person in accordance with applicable laws and regulations (including without limitation anti money laundering regulations); and
- You will provide to us and PSL such information and written confirmations in relation to any such underlying client as we or PSL reasonably require to comply with all applicable laws and regulations.

Trustee as Client

Where you are acting as a Trustee on behalf a trust (the “Trust”), as well as being jointly and severally liable to PSL in the way described above, PSL will treat the trustees as its client and not any beneficiary of the Trust. We shall warrant to PSL that::

- We will only cause PSL to be obliged to settle any transaction where we have full management control and full authority to instruct use of sufficient of the assets or cash of the Trust to meet any obligation incurred by PSL on behalf of the Trust and that we have full authority to direct the custodian, if any, of the underlying customer’s assets and cash to meet any obligations so incurred and that we have sufficient authority and consents to perform our obligations under these terms.
- We are not aware of any reason why the cash or assets of the Trust which are the subject of our management (as described above) could not be used to meet such obligations.
- We will not affect any transaction for the account of the Trust if we have any reason to

believe that the Trustees of the Trust will not be willing or able to meet their obligations in respect of such transaction and will notify PSL as soon as reasonably practicable if we have any reason to believe that the Trustees will not be willing or able to meet their obligations in respect of any transaction; and

- We believe on reasonable enquiry and on reasonable ground that the Trustees of the Trust will have all requisite power and legal capacity to enter into any such transaction and to perform their obligations under these terms.

In your capacity as Trustees of the Trust you acknowledge and agree with PSL that:

- You will supply us with all relevant information of which you are aware in relation to the matters covered by our above warranties and you will not do anything to cause us to be in breach of our obligations as set out above;
- Any payment or accounting made by PSL to any one or more of the trustees will be treated as made to all of them;
- If you (or where you are more than one person any of you) become aware that any warranty given to PSL above has become untrue you will notify PSL and us in writing as soon as reasonably practicable on becoming so aware; and
- Your aggregate liability to us PSL and any other person under these terms shall be limited to the net value of the asset from time to time under your control in your capacity as the Trustees of the Trust save that this limitation shall not apply in respect of any liability to PSL for any breach of your obligations to PSL under this sub-clause.

TAM ASSET MANAGEMENT LTD
City Tower | 40 Basinghall Street | London | EC2V 5DE | United Kingdom
+44 (0)20 7549 7650 | info@tamassetmanagement.com
www.tamassetmanagement.com

