



ASSET
MANAGEMENT

TAM TERMS OF BUSINESS

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 I I 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

1.1 TAM Asset Management Ltd. (TAM) is authorised and regulated in the UK by the Financial Conduct Authority (the “FCA”) with registration number 208243.

Our address is:

City Tower, 40 Basinghall Street, London EC2V 5DE.
Company No. 04077709.

The FCA’s present address is:

12 Endeavour Square, London E20 1JN.
www.fca.org.uk

1.2 These Terms set out the basis on which we will provide our services to you. They, together with your TAM Investment Proposal (containing your Client Declaration and the information you and your adviser provided during the account set up process and the Schedule of Fees & Charges) constitute the Investment Management Agreement (collectively the Agreement/these Terms) between you and TAM. Please read these Terms carefully.

1.3 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. We are not obliged to provide any services before 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 investment parameters you specified when you opened your account (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 Our TAM Active portfolios invest across the full range of domestic and international fund options available to our 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 our managers can choose, currently sits at over 7,000 funds.

2.3 Our TAM Enhanced Passive portfolios comprise solely passive investment vehicles (such as unit trusts and exchange traded funds) that simply track a market and aim to deliver returns that mirror how that market is performing.

2.4 Our TAM Sustainable World portfolios invest in funds which adopt screening techniques based on sustainability-focused criteria. These fund definitions can change but TAM will use reasonable endeavours to ensure funds included within the Sustainable World range adopt suitable sustainability-focused screening criteria.

2.5 Our TAM Sharia portfolios comprise only Sharia-compliant investments, which are governed by Sharia law. Sharia law is a religious law forming part of the Islamic tradition, which acts as a code for living that all people of the Muslim faith should adhere to, including prayers, food, and financial affairs. Sharia investing is similar to ethical investing whereby funds are screened to avoid companies that are not aligned to certain principles. Activities permitted by Sharia law are regarded as ‘halal’, and anything banned is ‘haram’.

2.6 Our TAM Income portfolios comprise diversified active investment vehicles focused on delivering natural income as well as underlying capital appreciation.

2.7 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 TAM 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.

2.8 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.

2.9 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 your investment;

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 and our obligations under these Terms are limited to providing discretionary management services in relation to your portfolio. We do not provide advice on your financial affairs, pensions, taxation or any similar or related matters.

3.4 Where we are required by the FCA rules to perform a suitability assessment or appropriateness assessment we will rely on the suitability or appropriateness assessment performed by your general financial adviser in accordance with COBS 2.4.5 (G) of the FCA Handbook. It is therefore your adviser's responsibility to ensure information is correctly relayed to TAM in order that we can carry out our obligation to you under FCA rules.

3.5 With regards to the product governance provisions of the 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. We may share information about you with your financial adviser to ensure we comply with these requirements.

Part 4 Client-led Initiatives

4.1 **You Give We Give (YGGWG)** is a unique initiative offered exclusively to TAM clients that provides you with a proven alternative to raising funds for charity. General Investment Account (GIA) and Individual Savings Account (ISA) clients have the opportunity to donate up to 20% of your annual portfolio gain to a charity of your choice, and TAM will match that donation with an equal percentage from our annual fee. If in any year you do not make a profit, you will not make a donation. However, TAM will still donate to your chosen charity.

You can opt in or out of the scheme or change your chosen charity at any time. Just contact us at info@tamassetmanagement.com

4.2 The **Client Carbon Footprint Commitment (CCFC)** provides TAM GIA and ISA investors with the opportunity to offset your carbon footprint every year you are invested with us. On your behalf, TAM will purchase the credits needed to offset your footprint every year and your contribution will support carbon reduction projects across the world, such as funding renewable energy generation or carbon avoidance programmes.

**The average carbon footprint and costs to offset each tonne are likely to fluctuate so payments may vary from year to year.*

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 TAM's compliance department by post or by 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 By signing this Agreement for TAM to provide you with the services described herein 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, based on your disclosures to and agreement with your adviser.

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 The Services We Will Provide

7.1 The services TAM provides are limited to: -

7.1.1 Discretionary investment management; ISA management services; and safe custody of your investments. We will provide you with the services as are specified in your TAM Investment Proposal. As before, please note that we do not accept responsibility for the assessment of the suitability of the service provided or the investments made on your behalf. This is the responsibility of your financial adviser.

7.2 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.

7.3 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.

7.4 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 that TAM 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 relating to your investments (Corporate Actions) held in custody with ("BNY Pershing/BNY Pershing"), 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 our Schedule of Fees & Charges. TAM charges an annual fee which is deducted monthly in arrears from your portfolio based on the month end value. You may also be charged a fee by your financial adviser. You must agree the fee payable to your financial adviser directly with your adviser and as such you authorise TAM in certain circumstances to make such a payment to your adviser. 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 or your appointed financial adviser 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, or remove or change your financial adviser at any stage, noting our records are based on the details provided in the signed TAM Investment Proposal (which forms part of this Agreement), 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 (e.g. to your financial adviser) as agreed by you in the account opening forms, 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 we will not 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 TAM to make 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, misdelivery 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, including your nominated financial adviser. 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 TAM Investment Proposal as part of 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 TAM 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 TAM 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 TAM's proprietary web delivery system to which you will be given password protected access.

10.2 In accordance with the requirements of MiFID II, 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). Due to the time restraints set by MiFID II in notifying clients when portfolios have decreased by 10%, TAM will send these direct to clients copying in the Intermediary. However, where the Intermediary has opted to send the quarterly valuations, TAM undertakes to send them to the Intermediary within a timescale that enables the Intermediary to send them on to Clients within the deadlines set in MiFID II. 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 both you and TAM 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 You may elect to receive information about executed transactions on a transaction-by-transaction basis. In this case, we shall send you a notice confirming each execution no later than close of business on the first business day following execution in accordance with the FCA Rules. Note that if the confirmation is received by us from a third party, we shall send you a confirmation no later than the close of business on the first business day following our receipt of the confirmation from the third party.

10.6 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 TAM acted on an instruction which TAM believed was genuinely given by you or any appointed third party, including your nominated financial adviser, 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 that 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 All matters relating to your tax position are your and your adviser's responsibility and TAM has absolutely 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 (including but not limited to professional advisers' fees) 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 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 Schedule of Fees & Charges (which forms part of this Agreement) and in force at the time they are incurred, unless otherwise agreed between us in writing. Our Schedule of Fees & Charges is part of these Terms and is accessible through our web portal. TAM charges an annual fee which is deducted monthly in arrears from your portfolio. You may also be charged a fee by your financial adviser. You must agree this separately with your adviser. 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), or your financial adviser, 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 TAM's services, which TAM 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 BNY Pershing's Best Execution Policy where TAM transmits an order to BNY Pershing for execution. A summary of BNY Pershing's Best Execution Policy is available on the website and is featured in these terms.

17.2 With regards to any aggregation of orders TAM does not execute orders but transmits them to BNY Pershing and relies upon BNY 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 note 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 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 are not required to physically provide you with key features documents related to those schemes as these are available 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. 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 If you wish us to bring to your attention additional services please provide us with written notice to that effect. Unless you do so, we cannot

pass information to other TAM Group Members who can provide additional services which may benefit you.

19.2 If you wish to be informed about other companies' services, then with your permission we will arrange for them to 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 under condition 19.3 has a right or duty to disclose your Personal Data, or is 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 UK and 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.

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 Neither we nor any TAM Group Member will be obliged to disclose to you or to take into consideration information in its 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 To any TAM Group Member 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 of or 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 provides 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.

20.9 Our Sharia portfolios carry some further specific risks. We must highlight that such investments will demonstrate periods of deviation from broader market indices. This is due to the exclusion of certain asset classes that form core components of unconstrained indices such as; government debt, mining stocks, and individual sectors and companies with values widely considered incompatible with a Sharia-compliant investment mandate. The relatively limited universe of Sharia investments will also tend to give rise to higher than usual weightings of up to 25% in each individual security within the TAM Sharia portfolios. Furthermore, due to the nature of the Sharia investment universe which is strongly exposed to US dollar-denominated investments, investing in a Sharia focused portfolio involves currency risk –which means there is a risk that movement in exchange rates may affect the returns you may receive from the investment. Cash which forms part of the investment strategy is held on deposit with Al Rayan Bank who are approved by the Sharia Supervisory Committee. Please do note, however, that cash may from time to time be held on deposit with BNY Pershing, who are not compliant with Islamic investment requirements.

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 the 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). TAM complies with this requirement.

1.2 The FCA further requires financial institutions to arrange adequate protection for clients' assets. BNY Pershing (BNY Pershing) is presently the custodian and will hold your investments. Their terms are outlined separately in the BNY 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 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 that TAM 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 a completed Client Agreement 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.

2.9.4 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 such a member 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. You agree that you will not rely on our advice in relation to taxation matters. In particular, 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 this Agreement and consisting of this document and your TAM Investment Proposal, containing your Client Declaration and the Schedule of Fees and Charges), 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 the TAM conflicts policy as required by the FCA Rules, a summary of which will be provided to you and 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;

Independent shall be construed to refer to the basis of TAM's ownership as a corporate entity (and

"Independence" shall have an appropriate meaning accordingly);

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 is 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, our Schedule of Fees & Charges, your signed Client Declaration and as applicable any notice of Withdrawal rights (including any reminder notice) 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 BNY Pershing

I.1 To help us provide our services to you we have entered into an agreement with BNY Pershing (“BNY Pershing”) under which BNY Pershing provides **clearing and settlement, safe custody** and other associated services to our clients (“the BNY Pershing 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 BNY Pershing that it will also provide other services, such as investment dealing services, under the BNY Pershing Agreement. The BNY Pershing 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.

I.2 BNY Pershing is a company registered in England, company number 2474912. Its registered office is at Royal Liver Building, Pier Head, Liverpool, Merseyside L3 1LL. BNY Pershing is authorised and regulated by the Financial Conduct Authority (“FCA”) which is located at 12 Endeavour Square, London E20 1JN. BNY Pershing is also a member of the London Stock Exchange (“LSE”).

I.3 So that you can understand your rights and obligations in relation to the BNY Pershing Agreement, the main terms of the BNY Pershing Agreement which affect you are summarised below. If you have any questions about the BNY Pershing 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.

I.4 By accepting these terms of business, you agree that:

- (a) we are authorised to enter into the BNY Pershing 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 BNY Pershing. As a result of that contract, you will be bound by both our terms of business and the

BNY Pershing Agreement (as set out or summarised below);

(c) we may give instructions to BNY Pershing on your behalf as allowed by our terms of business and the BNY Pershing Agreement and may provide information about you to BNY Pershing. When BNY Pershing receives such instructions or information from us, BNY Pershing is entitled to rely on them without making any further checks or enquiries; and

(d) BNY Pershing 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 BNY Pershing.

I.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 BNY Pershing for settlement and safe custody purposes.

I.6 We retain responsibility (including responsibility for complying with any related regulatory requirements) and BNY Pershing 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 BNY Pershing which are proper, accurate and in accordance with any instructions or mandate you give us.

1.7 It is important that you understand that BNY Pershing is not responsible to you for the matters for which we are responsible. In particular, BNY Pershing 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. BNY Pershing 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 BNY Pershing. 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 BNY Pershing 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 BNY Pershing in the way described above, BNY Pershing will treat the trustees as its client and not any beneficiary of the trust. Any payment or accounting made by BNY Pershing to any one or more of the trustees will be treated as made to all of them.

(c) *Partners:* If a partnership is BNY Pershing’s client then each partner will be personally, jointly and severally liable to BNY Pershing in the manner described above. Any payment or accounting made by BNY Pershing 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 BNY Pershing as the person for whom you act) you will be treated as BNY Pershing’s client under the FCA Rules and you will also be fully liable to BNY Pershing 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 BNY Pershing

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

3.2 BNY Pershing 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 BNY Pershing is obliged to stop providing services under any applicable law or regulation (such as anti-money laundering provisions);

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

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

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

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

We will notify you if BNY Pershing chooses to exercise this discretion and the reasons for its decision unless we or BNY Pershing 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 BNY Pershing, give notice in writing to us to stop receiving services from BNY Pershing and close your accounts with BNY Pershing.

3.4 If either you or BNY Pershing decide to close your accounts with BNY Pershing you will need to give instructions on the future custody of your investments so that BNY Pershing can transfer your

money and investments (after deducting amounts owed to it) to your new custodian.

4 Communication and Instructions

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

4.2 BNY Pershing may rely on and act on any instructions which BNY Pershing 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 BNY Pershing sufficiently in advance to enable BNY Pershing to prevent the processing of the instructions. If BNY Pershing seeks instructions from us and we do not respond within a reasonable time, then BNY Pershing may take such action as it considers appropriate on the relevant matter. BNY Pershing 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 BNY Pershing. This means that if the delay or inaccuracy is not BNY Pershing's fault, then you cannot obtain redress from BNY Pershing.

4.3 There may be circumstances where BNY Pershing refuses to accept any order or other instruction for your account. For example, BNY Pershing 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 BNY Pershing applies;
- (b) BNY Pershing cannot carry out the instruction because it cannot access a market; or
- (c) we or BNY Pershing do not have the necessary FCA permission to deal in a particular investment.

We will inform you if BNY Pershing refuses to accept an instruction and the reasons for its decision unless we or BNY Pershing 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 BNY Pershing, you should tell us, and we will deal with BNY Pershing on your behalf. You should not contact BNY Pershing directly.

4.5 All communications whether written, spoken, electronic or in any other form between you, us and/or BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing's client for the purposes of the FCA Rules. In order for BNY Pershing 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 BNY Pershing,

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

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

- (a) execution by BNY Pershing 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) BNY Pershing will treat the instructions we give them as binding on you. Any express instruction from us to BNY Pershing on your behalf concerning order execution will override BNY Pershing's order execution policy and will remain binding on you;
- (c) BNY Pershing will execute such orders in accordance with BNY Pershing's order execution policy as amended from time to time and provided to us;
- (d) BNY Pershing may combine your orders with orders for its other clients or BNY Pershing's own orders. BNY Pershing 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 BNY Pershing executes any transaction on your behalf, BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing receives the necessary investments, documents or cash (as the case may be) in order for BNY Pershing to settle the transaction on your behalf. BNY Pershing 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 BNY Pershing 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, BNY Pershing 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 BNY Pershing has been able to settle that transaction on your behalf. Similarly, BNY Pershing 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, BNY Pershing 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 BNY Pershing 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 BNY Pershing does credit cash or investments to your account earlier than this and BNY Pershing reasonably considers that irrevocable and unconditional settlement is unlikely to take place, then BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing will allocate that cash or investments received by it on the following basis:

- (a) in accordance with any priority for settlements determined by BNY Pershing 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 BNY Pershing, 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 BNY Pershing.

7 Client Money

7.1 Money held by BNY Pershing 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 BNY Pershing will hold your money in a special designated client bank account which is an account kept separate from BNY Pershing's own funds.

7.2 When considering where that client bank account should be, BNY Pershing 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 BNY Pershing 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 BNY Pershing holds your money in a client account it may be pooled with money belonging to other clients of BNY Pershing. 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 BNY Pershing becomes insolvent or otherwise defaults on its obligations to pay out money when due.

7.4 If BNY Pershing 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 BNY Pershing. BNY Pershing 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 BNY Pershing, 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 BNY Pershing is unclaimed, BNY Pershing may transfer such money to a pooled client unclaimed money account subject always to BNY Pershing undertaking to make good any valid claim by you. The money held in the client unclaimed money account will be held by BNY Pershing in compliance with the FCA Rules.

7.6 Sometimes we or BNY Pershing 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 BNY Pershing may use a bank which is affiliated to BNY Pershing 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 BNY Pershing 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 BNY Pershing 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, BNY Pershing 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 BNY Pershing holds investments for your account it will register those investments in the name of a **nominee company** controlled by BNY Pershing or by a member of BNY Pershing's group.

8.2 In some situations, for example where the rules of a particular market or **CSD** require, BNY Pershing will register your investments in the name of an **Eligible Custodian**. BNY Pershing 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.

BNY Pershing 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 BNY Pershing shall keep a record of your entitlement to your investments in situations where BNY Pershing 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 BNY Pershing 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 BNY 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, BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing should be given to us in writing for us to send to BNY Pershing. 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing if you need any advice in connection with any

corporate actions. BNY Pershing 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 BNY Pershing exercises such rights on your behalf).

8.9 If any notification is given to you pursuant to clause 8.7 from BNY Pershing, you must ensure that you provide instructions to us, for onward transmission to BNY Pershing in sufficient time to ensure that BNY Pershing 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 BNY Pershing is obliged to do more than give one notification on the relevant matter.

8.10 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing or an **Eligible Custodian** incurs when complying with these obligations may be deducted by BNY Pershing from your account. If you are eligible to reclaim any such withholdings or deductions then this will be your responsibility and not that of BNY Pershing or an **Eligible Custodian**, to do so.

8.12 BNY Pershing will arrange for you to receive a 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. BNY Pershing may provide such statement to you via appropriate on line or electronic means and provided we or BNY Pershing notified you of the availability of such statement, it shall be your responsibility to access and review such statement.

8.13 In some circumstances BNY Pershing 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 BNY Pershing does not have facilities, or arrangements with appropriate **Eligible Custodians**, to hold or if holding the investment would expose BNY Pershing to liabilities. We will notify you if BNY Pershing chooses to exercise this discretion unless legal or regulatory constraints prevent such disclosure.

8.14 BNY Pershing 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 BNY Pershing 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. BNY Pershing will have no obligation to deliver or account to you for any such cash or investments and BNY Pershing will be entitled to retain any such cash or investments until such time that you have met your obligations.

9.3 BNY Pershing 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 BNY Pershing. Any surplus remaining after discharging the obligations owed to BNY Pershing will be paid to you. If the cash and proceeds of disposals do not cover all the obligations owed to BNY Pershing, you will still owe BNY Pershing the balance.

9.4 BNY Pershing 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. BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing may **set off** transfer or apply (without further notice to you) any obligations or monies owed by BNY Pershing to you in order to satisfy in whole or in part any debt or obligation or sum that is due from you to BNY Pershing. This applies even if the obligations are in different currencies and includes the payment of any fees or charges due to BNY Pershing and any amounts due under your indemnity obligations to ensure BNY Pershing 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 BNY Pershing may convert currencies and carry out foreign exchange transactions with you or on your behalf at such rates and in a manner, that BNY Pershing may in its discretion determine. In such circumstances, BNY Pershing 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 BNY Pershing stop providing services to you, so long as any obligations for your account remain outstanding. They apply in addition to any other right BNY Pershing has, and they will not be affected by any failure by BNY Pershing or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

10 Limits on BNY Pershing's Liability to you and Indemnities you give to BNY Pershing

10.1 The liability of BNY Pershing (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 BNY Pershing (or where relevant, its directors, employees or agents). In any event, BNY Pershing will not be liable to you for any indirect or consequential losses (howsoever arising).

BNY Pershing 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 BNY Pershing 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 BNY Pershing of its obligations; and
- (b) which were reasonably foreseeable to BNY Pershing at the time these terms are entered into.

10.3 It is important that you understand that you are responsible for making sure that BNY Pershing does not suffer by reason of acting for you. You agree to make good and reimburse (indemnify) BNY Pershing 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 BNY Pershing’s corporation tax) which are caused by;

- (a) BNY Pershing 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 BNY Pershing 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 BNY Pershing under this clause 10 and BNY Pershing will have no right or claim against you or us if any consequences to BNY Pershing are caused by its own negligence, wilful default, fraud or any breach of the FCA Rules.

10.5 BNY Pershing 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 BNY Pershing’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 BNY Pershing’s obligations will be suspended until the state of affairs giving rise to the failure of BNY Pershing is remedied.

10.6 The provisions in this clause 10 will continue to apply even if we or BNY Pershing 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 BNY Pershing 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 BNY Pershing (in particular, the money management fee), and any taxes payable through BNY Pershing, will be set out in the fees and charges information provided to you by us from time to time. BNY Pershing 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 BNY Pershing or to BNY Pershing through us. You may also be liable for other taxes or charges which are not payable through BNY Pershing.

12 BNY Pershing’s Conflicts of Interest

12.1 BNY Pershing, its associated group companies (associates) or nominees may provide services or enter transactions under these Terms in circumstances in which BNY Pershing or its associates have a material interest. This interest could be direct or indirect and BNY Pershing 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 BNY Pershing or any of its associates:

- (a) is, or is acting on behalf of, the counterparty to a transaction that is executed by BNY Pershing (whether or not involving a fee or commission or increased or reduced price offered or received by BNY Pershing 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 BNY Pershing may receive payments from fund managers if BNY Pershing provides services to those fund managers through the BNY Pershing Nexus Funds Trading Platform. Any payments of this kind are calculated by reference to the value of the assets that BNY Pershing holds in custody for its clients.

12.3 BNY Pershing 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 BNY Pershing's conflicts policy (including further disclosure concerning the payments BNY Pershing may receive from fund managers) is published on BNY Pershing'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 BNY Pershing 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 BNY Pershing 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 BNY Pershing operates and has made all the appropriate notifications in accordance with applicable data protection legislation.

13.2 Any information that we and BNY Pershing 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 BNY Pershing's published privacy policy as referred to in clause 17). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. BNY Pershing 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 BNY Pershing (or any associate of us or BNY Pershing);

(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 BNY Pershing;

(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 the 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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. BNY Pershing will however, always take steps to ensure that your information is used by third parties only in accordance with BNY Pershing's policy.

13.6 You are entitled to a copy of any information BNY Pershing holds about you. In the first instance, you should direct any such requests to us and we will pass your request on to BNY Pershing. You should let us know if you think any information BNY Pershing holds about you is inaccurate and we will ask BNY Pershing 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 BNY Pershing and you wish to copy your complaint to BNY Pershing directly copies should be sent to:

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

14.2 Where you make a complaint both we and BNY Pershing 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 BNY Pershing'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 BNY Pershing 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 BNY Pershing'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 BNY Pershing's final response.

15 Investor Compensation

15.1 BNY Pershing is covered by the UK's Financial Services Compensation Scheme ("FSCS"). Compensation may be available from the FSCS if BNY Pershing cannot meet its obligations to you. Your possible entitlement to compensation will depend upon the type of business and the circumstances of the claim. Further information about compensation arrangements is available from the FSCS, www.fscs.org.uk.

16 Amendment

16.1 BNY Pershing 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 BNY Pershing 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 BNY Pershing:

- (a) General disclosures of information about BNY Pershing, its services and disclosures relating to such Services in general;
- (b) Information concerning the safekeeping of investments and money held by BNY Pershing or any of its appointed **Eligible Custodians**;
- (c) Information on costs and charges;
- (d) Information relating to BNY Pershing's order execution policy, order handling and conflicts of interest;
- (e) BNY Pershing'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 BNY Pershing to you which BNY Pershing 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 BNY Pershing's obligations to you are limited to those set out in these terms. BNY Pershing 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 BNY Pershing (whether on an ongoing basis or not) to insist upon strict compliance with any of these Terms is not deemed to amount to BNY Pershing giving up or waiving any of any of its rights or remedies under them. The rights and

remedies conferred on BNY Pershing will be cumulative and the exercise or waiver of any part of them will not stop or inhibit the exercising by BNY Pershing 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 BNY Pershing, 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	<p>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.</p> <p>Certain markets that BNY Pershing trades in on your behalf will involve a CCP and such transactions will be subject to the rules of the CCP.</p>
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

	<p>securities and provides securities settlement services to one or more markets.</p> <p>When settling a transaction on your behalf BNY Pershing 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.</p>
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 BNY Pershing 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 BNY Pershing and/or the counterparty, CCP, CSD or other body concerned with settling a transaction are entitled to reduce their obligations to

APPENDIX 2: CCP AND CSD TRANSACTIONS

I Settlement of CCP and CSD Transactions

In order to settle transactions on your behalf, BNY Pershing 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 BNY Pershing deals with these parties, it does so as your agent, in good faith and on the basis that:

- (a) BNY Pershing 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
- (b) the delivery of any securities or payment to you as a result of the transaction is entirely your risk and not that of BNY Pershing.

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 BNY Pershing 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:

BNY Pershing 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

BNY Pershing shall have no liability for any loss or damage suffered or incurred by us or you by reason of BNY Pershing 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 BNY Pershing under the rules, requirements and procedures of the market or the **CCP**.

	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 BNY Pershing or its nominee company on your behalf.
Set-Off	This may arise where both you and BNY Pershing owe sums to each other. In such circumstances BNY Pershing may deduct any sums owed to it by you from any sums that are owed by BNY Pershing to you so as to either eliminate or reduce BNY Pershing’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 BNY Pershing means that BNY Pershing 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.

2 Limits on BNY Pershing's Liability to you and Indemnities you give to BNY Pershing

If any net settlement takes place then BNY Pershing'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 BNY Pershing 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 BNY Pershing 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 depositary and to any terms of any foreign agent or custodian employed by BNY Pershing. 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 BNY Pershing, 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 BNY Pershing, 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), BNY Pershing will deposit such investment with

such **Eligible Custodian** notwithstanding the risks outlined in this Annex 3.

3.2 BNY Pershing 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 BNY Pershing 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 BNY Pershing or any of its nominee companies. Although BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing as the person for whom you act) you will be treated as BNY Pershing’s client under the FCA Rules and you will also be fully liable to BNY Pershing 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 BNY Pershing 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 BNY Pershing such information and written confirmations in relation to any such underlying client as we or BNY Pershing 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 BNY Pershing in the way described above, BNY Pershing will treat the trustees as its client and not any beneficiary of the Trust. We shall warrant to BNY Pershing that::

- We will only cause BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing 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 BNY Pershing above has become untrue you will notify BNY Pershing and us in writing as soon as reasonably practicable on becoming so aware; and
- Your aggregate liability to us BNY Pershing 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 BNY Pershing for any breach of your obligations to BNY Pershing under this sub-clause.



ASSET
MANAGEMENT

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