

Terms of Service and Business for Retail and Professional Clients

<p>2 INTRODUCTION AND BACKGROUND</p> <p>3 OUR STOCKBROKING SERVICES</p> <p>4 BEFORE YOU INVEST</p> <p>8 OUR STANDARD TERMS OF BUSINESS</p> <p>Definitions</p> <p>9 Interpretation</p> <p>Client Agreements</p> <p>Client Categorisation</p> <p>Joint Accounts</p> <p>10 Anti-money Laundering</p> <p>Legal Entity Identifier (LEI)</p> <p>Appointing an Agent</p> <p>Commencement, Variation & Termination</p> <p>11 Death</p> <p>Information About You</p> <p>Data protection</p> <p>12 Service levels</p> <p>Discretionary and Advisory Managed clients: Suitability of advice</p> <p>Advisory Dealing Clients</p> <p>Execution only Clients</p> <p>13 Recording Calls and Communications</p> <p>Charges</p> <p>Investment Process</p> <p>Client Information</p> <p>Client Reporting</p> <p>14 Memorandum of advice</p> <p>Order Instructions</p> <p>Order Aggregation and Allocation</p> <p>Order Execution Policy (OEP)</p> <p>Execution Venues</p> <p>Consent</p> <p>Limit Orders</p> <p>Client Specific Instruction</p> <p>Monitoring, Review and Updates</p> <p>15 Stabilisation</p> <p>16 The Stabilisation Rules</p> <p>Conflicts of Interest</p> <p>Market Abuse</p> <p>Major Shareholdings Disclosure</p> <p>Client Money</p> <p>Organisation arrangements</p> <p>17 Unidentified client money</p> <p>Unclaimed balances</p> <p>Client Assets</p> <p>Registration</p> <p>18 Pooling</p> <p>Shortfalls arising from errors and omissions</p> <p>Lien</p> <p>Circulars, Dividends and Shareholder Benefits</p> <p>Settlement & Delivery</p> <p>Settlement</p> <p>Delivery</p> <p>19 Non-Standard Settlement</p> <p>Default Remedies</p> <p>Security of Assets and Investor Protection</p>	<p>Use of Website</p> <p>Reliability or service and content</p> <p>Copyright</p> <p>Abuse, Corruption or Misuse of Equipment, Transmission or Data</p> <p>Liability</p> <p>Electronic communications</p> <p>21 Privacy</p> <p>Tax</p> <p>Complaints</p> <p>Events Beyond our Control</p> <p>Jurisdiction and Other Matters</p> <p>22 INDIVIDUAL SAVINGS ACCOUNTS (ISAs) AND JUNIOR ISAs (JISAs)</p> <p>Definitions</p> <p>ISAs</p> <p>Subscriptions</p> <p>Flexible ISAs</p> <p>23 Custody of Assets and Client Money</p> <p>Rights Issues, Takeovers, Etc.</p> <p>Additional Permitted Subscriptions</p> <p>ISA Transfers</p> <p>Withdrawals and Closure</p> <p>Voiding an ISA</p> <p>Death</p> <p>24 JISAs</p> <p>Subscriptions</p> <p>Authority of the JISA</p> <p>Registered Contact Obligations</p> <p>25 JISA Transfers</p> <p>Child Trust Fund (STF) Transfers</p> <p>Withdrawals and Closure</p> <p>Voiding an ISA</p> <p>Death</p> <p>26 PRODUCT DESCRIPTION AND RISK WARNINGS</p> <p>Shares (or equities)</p> <p>Collective Investment Products</p> <p>27 Bonds and Gilts</p> <p>Warrants</p> <p>Off-exchange Warrant Transactions</p> <p>28 Derivatives</p> <p>Futures</p> <p>Options</p> <p>Covered Warrants</p> <p>Contracts for Differences</p> <p>29 Off-exchange Transactions</p> <p>Foreign Markets & Foreign Denominated Securities</p> <p>Contingent Liability Investment Transactions</p> <p>Limited Liability Transactions</p> <p>Collateral</p> <p>Commissions</p> <p>Clearing House Protections</p> <p>Insolvency</p> <p>Non-Readily Realisable Investments</p> <p>30 Structured Products</p> <p>GENERAL RISK WARNING DISCLOSURE</p> <p>General</p> <p>Liquidity</p> <p>Credit Risk</p> <p>Market Risk: General</p> <p>Market Risk: Overseas</p> <p>Market Risk: Emerging Markets</p> <p>31 Currency Risk</p> <p>Interest Rate Risk</p> <p>Regulator/Legal Risk</p> <p>Operational Risk</p>
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This document contains a description of our services together with our Standard Terms of Business (the Terms).

Our Standard Terms of Business, together with your Client Agreement, Tariff sheet and Supplementary Charges list, and in the case of some services we provide, any additional signed documentation we require, will constitute the legal contract between us and on which we will rely in the course of your relationship with us.

Walker Crips Investment Management Limited (WCIM) is authorised and regulated by the Financial Conduct Authority (FCA) to undertake certain types of investment business and is bound by the FCA's Rules. WCIM is entered on the Financial Service Register with the FCA registration number 226344. This can be checked by visiting the register on the FCA's website at <https://register.fca.org.uk>. The FCA can be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS, on 0800 111 6768 or 0300 500 8082 from the UK, or +44 207 066 1000 from outside the UK.

WCIM's registered office is at Old Change House, 128 Queen Victoria Street, London EC4V 4BJ. A list of other addresses from which WCIM conducts its business is set out on our website at www.wcgplc.co.uk.

WCIM is a provider of Execution Only, Advisory Dealing, Advisory Managed and Discretionary investment services focused on stock market investment and other Financial Instruments.

Our services do not extend to advice or management in relation to your overall financial planning arrangements. We do not consider the full range of investment products that are available to Retail clients but focus on stock market and stock market based investments and other similar products. As a consequence, when we give you advice it will be unbiased, but "restricted".

"Restricted Advice" is defined by the FCA as advice provided to a Retail client that is not independent and is not based on consideration of all investment markets and products that might address a client's financial needs. However, we are not bound by any agreement with any product provider when giving advice on investment products. You should consider carefully all the above when deciding whether to use our services.

If you require further advice on your wider financial affairs, including pension requirements, we are able to introduce you to our wealth management company, Walker Crips Wealth Management Limited (WCWM). If such a service is of interest to you, please contact us using the details below for further information.

If you have any questions about this document, or our services generally, please do not hesitate to contact your usual Account Executive at WCIM, our Compliance Department at our Head Office or our Client Services team at client.services@wcgplc.co.uk or on +44 20 3100 8000.

OUR STOCKBROKING SERVICES

WCIM offers a comprehensive range of services to suit individual investment needs.

Set out below is a description of the principal services provided by WCIM. You should read these carefully to ensure you are sufficiently informed to choose the one that meets your needs. Should you require more than one of these services we would be delighted to open additional accounts to meet your needs as part of the flexible service we are proud to provide. We take pride in the personal approach we provide to each of our clients, irrespective of the particular service type they have opted to receive.

EXECUTION ONLY DEALING

If you are happy to make your own investment decisions, without receiving advice, then you should consider our Execution Only dealing service.

This can be offered to you directly by your Account Executive, or by our dedicated Execution Only dealing department, incorporating Investorlink, for telephone-based dealing, and Investelink, our Internet based service, as you prefer. Please note that you will not be able to use our Investorlink or Investelink services to acquire Complex Instruments.

As the name suggests, with an Execution Only dealing service, no advice or personal recommendations are offered, although factual information, such as share prices and market activity, may be given on request. Where you wish to deal in 'complex' Financial Instruments, we are required to assess your knowledge and experience of the risks of such instruments, before facilitating your investment. When assessing your knowledge and experience we will consider the knowledge and experience disclosed to us in the course of the client relationship.

Complex Instruments are defined by the FCA and include, for example, warrants, options, futures, contracts for differences, spread-betting, some investment trusts and most structured products and other complicated instruments. The risks associated with Complex Instruments are set out in this document. The principal risk is higher volatility, meaning that the price of the instrument can move significantly and rapidly. You should be aware that this could result in the loss of some or all of your investment and you may be required to make additional payment to maintain your investment. Further, dealing in some complex derivative instruments, such as options and contracts for difference, could result in you losing more than your original investment.

ADVISORY DEALING

You may prefer to make your own investment decisions, but retain the option to request our advice on an ad hoc, stock by stock basis, rather than within the context of a comprehensively managed portfolio. Our Advisory Dealing service offers you recommendations on individual investments, as and when you wish to receive them. This arrangement differs from our Advisory Managed service (described below) in that your portfolio is not being managed. We consider only the suitability of the individual investment in the light of your objectives, requirements and existing investments at the time of giving the advice. We do not provide ongoing management of your portfolio, and responsibility for the continuing suitability of your investments remains with you.

This service is usually provided by your own Account Executive who is therefore able to deliver a personal service.

DISCRETIONARY

You may feel that your personal circumstances are such that you would prefer not to be involved in taking investment decisions, for instance, where you have insufficient time to

devote to your financial affairs, or because you feel you lack an understanding of financial markets. You may therefore prefer to leave all the investment decisions to us, and give us the mandate to manage your portfolio within mutually agreed guidelines.

Where you choose to have your investment portfolio managed by WCIM in the Discretionary service we will handle all the paperwork and cash management, and provide you with comprehensive records. You will confirm your investment mandate with us during a regular suitability assessment to ensure our investment management services continue to meet your ongoing investment objectives, capacity for loss, time horizon and accurately reflect your attitude to investment risk.

As a rule, decisions over corporate actions, including rights issues, take-overs, etc., will be made on your behalf if you give us discretion to manage your portfolio.

ADVISORY MANAGED

You may wish to enjoy a similar level of investment management oversight and administration as our Discretionary service, but would prefer to make the final decision on the individual purchases and sales, in which case you should consider our Advisory Managed service.

Both our Discretionary and Advisory Managed services bring you comprehensive and continuous portfolio management, as well as a range of other facilities. In either case, we will discuss your investment objectives and requirements with you in advance, and formulate guidelines for your agreement. Our investment decisions or recommendations are made within these guidelines, which are reviewed with you periodically.

You may wish to nominate a specific adviser within the company to manage your portfolio. Alternatively, where you do not have an existing contact at the company, we will allocate a suitable Account Executive or team, to look after your account.

There may be instances where you wish to maintain particular Investments that do not necessarily fit within the agreed parameters for our investment management service. For instance, you may already hold an Investment that would be subject to significant capital gains tax if sold, but which does not fit within your current risk profile. As part of our bespoke investment management services, this would be respected, of course, and we seek to manage the surrounding portfolio mindful of any direction you have given regarding such holdings.

Our Discretionary and Advisory Managed services are subject to competitive management fees, which include full administration services, such as our nominee facility, dividend collection and online access to view your portfolio.

OTHER SERVICES

CENTRALISED PORTFOLIO SERVICES

As an alternative to our bespoke Discretionary service, WCIM also offers you the option to invest in a centralised or 'model' portfolio. A model portfolio is a collection of assets chosen by an Investment Manager to achieve a pre-determined investment strategy that reflects a specific standard risk profile. A model portfolio is created to suit certain defined attitudes to risk and invests in instruments in relevant proportions to suit that attitude to risk.

The Investment Manager will provide a Discretionary investment service and, for as long as you are invested in the model portfolio, will select, monitor, review and rebalance the assets that comprise the model portfolio. The Investment Manager is responsible for ensuring the investments in the model portfolio reflect the investment objective and risk profile of each specific model portfolio.

Our model portfolios can be held within a number of investment vehicles such as ISA's, SIPP's, Offshore Bonds and Individual and Corporate Trusts, but you may wish to take professional advice before taking a decision to use such vehicles.

This service is fee-based, with no commission charged on the transactions. On-line access and regular commentary means that you can track your Investments and keep up to date with your portfolio.

The service operates using our nominee facility, which means you do not have to worry about retaining share certificates. We correspond with you at least quarterly, with detailed statements that list shares held for your benefit by our nominee company.

Dividends and interest are collected on your behalf and credited to a Deposit account held on your behalf. Income can be paid monthly to your bank account, subject to a minimum level of £50. Alternatively, you may prefer the income to accumulate in your account pending your further instruction for withdrawal or reinvestment. At the end of the tax year, we will provide you with a Consolidated Tax Certificate, itemising all dividends and interest received during the year to assist in completing your tax return.

BEFORE YOU INVEST

RISK AND INVESTMENT OBJECTIVES

Before deciding whether to invest in the stock market you should take into account your savings, including pension arrangements, other short and long-term savings schemes, other assets, life assurance and protection policies, as well as your levels of debt.

If you wish to invest in shares, you should be prepared to invest your funds for a minimum of five years, and preferably longer. However, you may wish to invest for a shorter period, in which case you need to be aware of the potential risks of stock market Investments.

Investors should be aware that past performance is not necessarily a guide to the future. The value of your Investments will fluctuate and may fall as well as rise and you may not get back your original capital investment. A need to liquidate invested funds quickly may adversely affect the amount you receive if your need arises when markets have fallen.

If, having considered the above, you have made the decision to invest in the stock market, you should then decide the level of funds you wish to invest and your investment strategy. The majority of investment decisions involve a degree of risk, and it is important to establish from the outset the degree of risk that is acceptable to you, given your capacity for loss and the intended time horizon for your investment, and then to decide on your investment objectives. For Advisory Managed and Discretionary clients, this should be achieved through discussion with your Account Executive. You should also be aware that, as political conditions change and the economic cycle shifts, the risk inherent in one type of Investment or market may change.

Investment Objectives

Income

The primary objective is to generate income. This is appropriate for those for whom income needs are more important than capital growth. You should understand that this focus may, over the longer term, erode the real value of your capital, especially in a high inflation environment.

Growth

The primary objective is to achieve capital growth over the long term. This is usually appropriate for those who have sufficient income from other sources and are consequently willing to accept a lower than average portfolio yield in order to focus on capital appreciation. Investment portfolios with this strategy may be subject to above average volatility.

Balanced

The objective is to achieve a balanced return between income and capital. This objective is appropriate for those requiring long term generation of both income and capital growth but who are willing to forego some of the dynamics of pure income or growth strategies. Equal consideration will be given to both aspects so the income requirement should not erode the potential to maintain the portfolio's capital value in real terms. The investment decisions will usually have an equity bias, but other asset classes may be included to help meet the income requirement or to help moderate overall portfolio volatility.

Levels of Risk for Bespoke Portfolios

Risk assessments are highly subjective and will change over time as a result of market conditions or economic events.

The following definitions of risk apply to portfolios where the investment objectives are Income, Growth, or Balanced (between Income and Growth). Wherever possible we will seek to invest in a portfolio which is diversified by asset class and sector. However, if you have specific requirements or objectives, these risk definitions may not apply. For example, a requirement for a high level of income or overseas exposure may increase the risk profile. The risk profile you select will apply to the overall composition of the portfolio and not to individual holdings, and therefore some Investments from a higher risk category may be included when appropriate.

Lower Risk

Lower risk portfolios will be weighted towards cash, money market funds, short and medium-dated UK government and supranational debt, investment grade sterling corporate bonds and related bond funds. They may also contain reasonable allocations to Alternative Investments and property funds, plus limited exposure to equities with large market capitalisation. Collective funds will normally be used to provide equity exposure.

Portfolios of this nature are likely to be suitable for cautious investors with a time horizon of more than two to three years, who are more concerned with capital preservation than maximising potential investment returns. Such investors should also be willing to accept the potential for small losses and modest fluctuations in portfolio value in order to produce a return greater than might be available from a bank or building society deposit account.

Low-Medium Risk

Low-Medium risk portfolios may feature cash or money market instruments but there is likely to be a greater weighting towards sterling-denominated corporate and government bonds, plus some exposure to global bonds and higher-yielding issues. Absolute return funds and infrastructure Investments are also likely to feature alongside property funds and a broad range of domestic equities, together with limited exposure to large capitalisation international equity markets. Equity exposure may be achieved via funds, or direct investments, although funds will generally be used to provide exposure to international and small or mid-capitalisation companies.

Portfolios of this nature are likely to be suitable for less cautious investors with a time horizon of more than five years who are seeking capital and income returns greater than inflation. Such investors should be prepared to accept longer-term returns lower than those of equity markets in exchange for trying to minimise but not eliminating potential losses whilst also understanding that the portfolio will be subject to fluctuations in value.

Medium Risk

Medium risk portfolios will usually be weighted towards equities with the core exposure to large capitalisation domestic holdings, and may include a smaller weighting to domestic mid-cap and small-cap equities alongside international large-cap and mid-cap equities. Equity exposure is likely to be primarily achieved by way of direct Investments, although investments in foreign and smaller-cap companies will typically be accessed via collective schemes. Bond exposure may comprise a range of government and corporate

bond sectors across varying maturities, including global and high-yield issues plus emerging market bond funds. The use of riskier alternative and flexible investment strategies (including hedge funds) may be more widespread. Property funds with sector-specific or geographic mandates may also be included.

Portfolios of this nature are likely to be suitable for investors with a time horizon of more than five years who are comfortable owning more in the way of higher-risk Investments to achieve potentially greater investment returns. Such investors should be prepared to accept and be able to sustain investment losses to attain these returns over the longer term, as the value of the portfolio may fluctuate significantly over time.

Medium-High Risk

Medium-High risk portfolios will be predominantly invested in risky Investments offering the potential for large gains or losses. Small capitalisation equity exposure may feature more heavily, and the portfolio may be weighted to international equities. Equity exposure is likely to be achieved through direct investments although collectives may still be used to access some markets. The portfolio may invest across the entire spectrum of fixed-interest sectors and bonds holdings may be weighted towards higher-yielding or emerging market issues with greater exposure to currency fluctuations. Hedge fund strategies may feature alongside other alternative strategies, plus property funds with thematic exposure to riskier regions and sectors.

Portfolios of this nature are likely to be suitable for investors with a time horizon of at least ten years who are aiming to achieve significant long-term investment returns and who would be comfortable with large and frequent fluctuations in portfolio value. Such investors should be willing and able to withstand significant investment losses over a prolonged period.

Higher Risk

Higher risk portfolios may be composed entirely of riskier Investments and may be highly concentrated or contain positions in illiquid and unquoted stocks, or bonds with a very high potential for default. They may be entirely weighted towards international equities from either developed or emerging markets, thereby exposing the portfolio to extreme currency fluctuations. Higher risk strategies can also include derivatives, which give rise to much greater risks and may cause investors to lose more than their initial investment. Equity exposure is likely to be predominantly achieved by way of direct or leveraged Investments, to achieve higher potential returns.

Portfolios of this nature are likely to be suitable for investors with an indefinite time horizon who are aiming to maximise long term investment returns and would not be concerned with significant fluctuations in value. Such investors should also be willing and able to withstand substantial investment losses over a prolonged period.

Levels of Risk for Centralised Portfolio Services (Models)

Defensive

Capital security is the main investment objective of the portfolio.

Investments are mainly cash, money market, fixed interest, floating rate and index-linked bonds, alongside other bonds such as corporate, high-yield and emerging market bonds.

Returns are expected to be within a limited range with negligible short term fluctuations.

The extremely conservative approach may lead to low total returns by comparison with other more adventurous portfolios. Potential for losses at any time should be minimal.

Cautious

Capital preservation is a more important investment objective of the portfolio than potential capital appreciation.

Investments are weighted to cash, money market, fixed interest, floating rate and index-linked bonds alongside limited exposure to equities, property funds and Alternative Investments.

Returns are expected to be within a narrow range with small short term fluctuations.

The conservative approach may lead to moderate total returns by comparison with more adventurous portfolios. Potential for losses at any time should be small.

Intermediate

Capital preservation is balanced with potential capital appreciation as an investment objective.

Investments in cash, money market, fixed interest, floating rate and index-linked bonds, are balanced with exposure to equities, property funds and Alternative Investments.

Returns are expected to be within an average range with potential short term fluctuations.

The blended approach may lead to higher total returns than more conservative portfolios, but lower total returns than more adventurous portfolios. Potential for losses at any time could be material.

Progressive

Potential capital appreciation is a more important investment objective than capital preservation.

Investments are weighted towards equities, property funds and Alternative Investments alongside cash, money market, fixed interest, floating rate and index-linked bonds.

Returns are expected to be within a broad range with large short term fluctuations.

The progressive approach may lead to higher total returns than intermediate or more conservative portfolios, but lower total returns than a more adventurous portfolio. Potential for losses at any time could be considerable.

Adventurous

Potential capital appreciation is the main investment objective of the portfolio.

Investments are weighted towards equities, with minimal exposure to property funds, Alternative Investments, cash, money market, fixed interest, floating rate and index-linked bonds.

Returns are expected to be within a wide range with extremely large short term fluctuations.

The adventurous approach may lead to total returns higher than other portfolios. Potential for losses at any time could be substantial.

CUSTODY OF ASSETS

Other than when using our centralised portfolio services, you can choose to hold your investments in two ways:

Nominee

Our nominee account offers you simplicity, security and efficiency - with the added benefit of prompt settlement in CREST (the UK's central electronic settlement system) or similar system for overseas holdings. This ensures that funds are available to you from the earliest possible moment post transaction.

Your UK shares are predominately held in the name of our nominee company, W.B. Nominees Limited, in CREST. The nominee account can also hold non-CREST securities for you, such as overseas stocks and unit trusts, which will generally be registered in the name of a third-party custodian's nominee company, as allowed under the FCA Client Asset Rules. Further information on the organisational arrangements for your assets is included within our Standard Terms of Business under the section Client Assets.

We handle all the paperwork on your behalf, or on your instructions, and deal with all the arrangements for settling purchases and sales. We also supply detailed statements listing the shares held in your nominee account.

We collect the dividends on your behalf and credit them to your account. Income received can be paid monthly, quarterly or half yearly to your bank or, if you prefer, remain within your Deposit account. We will send you regular statements of income received.

At the end of each financial year you will receive a single Consolidated Tax Certificate. On request, we will use reasonable endeavours to provide company reports and other documentation, voting and attendance rights at company meetings and, where possible, shareholder perks. Where we are obliged under the FCA Rules to forward these documents to you, we will send them to you by email provided you have notified us of your email address.

It is necessary, from time to time, to make decisions about shareholdings. If you are a Discretionary client these decisions will be made by your Account Executive, otherwise we will vote in accordance with any instructions you communicate to us, provided that we have reasonable time during which to act on them.

Where you choose to use our centralised portfolio services, your investments must be held in our nominee account.

Share Certificates

You may wish to use our services to trade shares, but prefer to receive share certificates registered in your own name. If so, we can offer a custody service under which we retain your paper certificates in our safe held to your order. Details of the charges for this service appear on our Recommended Standard Tariff sheet.

MANAGED DEPOSIT SERVICE

YOUR MONEY

All money we hold on your behalf is classified as 'Client Money', being funds arising from or intended for investment activity, and is held on a pooled basis along with money belonging to other clients, under a statutory trust. Your money is held in accordance with the FCA Client Money Rules which require us to hold your money, segregated from the firm's own money at an EEA regulated credit institution or a bank authorised in a non-EEA country, in a client money account.

We will use reasonable skill, care and diligence in the selection, appointment, periodic review, use and monitoring of any institutions which hold client money.

Further information on the organisational arrangements for your money is included within our Standard Terms of Business under the section **Client Money**.

Only money you have asked us to hold on deposit for you, under the Managed Deposit Service, being money held on your Managed Deposit Account, Income Deposit Account and ISA Deposit Account, will be eligible to receive interest. The currencies which are eligible to receive interest and the associated interest rates are available on request and published on our website (www.wcgplc.co.uk).

Interest is applied quarterly, within 10 business days of the quarter end, where it exceeds a de minimis amount of £1 (or unit of foreign currency), and is credited directly to your Income Deposit or ISA Deposit Account. Interest is paid gross, but this may be subject to change, in line with tax legislation.

OUR CHARGES

Details of our charges are set out in our Tariff sheet and the Supplementary Charges list, which were provided to you at the point of account opening. Alternatively, you can request a copy from your Account Executive.

SETTLEMENT

The standard UK settlement for most purchases and sales is currently two business days (T+2). Where we hold your Investments in our nominee company we will pay you for sales on the settlement date. In the case of purchases, unless we already hold sufficient funds for you in your Deposit account, we require funds on or before the settlement date. If we agree, where the Investments are not held in our nominee company, we will not carry out sales for standard settlement and our normal settlement period will be 10 business days.

It is often possible, with our agreement, to buy or sell for extended settlement, e.g. 15 or 20 business days ahead. There may be an extra cost for this reflected in the share price, which will be shown on our contract note. We reserve the right to require a deposit or collateral as margin prior to dealing on an extended settlement basis.

It is very important to settle purchases and sales promptly. The London Stock Exchange (LSE) and CREST impose severe penalties on delays, and these are passed on to you. Additionally, we reserve the right to close out, at your expense, purchase or sale orders where full payment or complete sale documents have not been received by us two business days prior to the settlement date specified on your contract note. The costs of this will be passed on to you. Dealing instructions should never be given if the shares or the payment are not available. The consequences, otherwise, can be very expensive.

THE QUALITY OF OUR SERVICE

We aim to maintain the highest standards, but in any organisation things sometimes go wrong. Often, these issues are simple misunderstandings, but, however trifling or serious they are, your Account Executives will use their best endeavours to resolve them for you.

YOUR PROTECTION

WCIM is authorised and regulated by the FCA, which supervises our compliance through a robust set of standards. We are a participant in the Financial Services Compensation Scheme (FSCS), which in the event of a default, provides eligible claimants with differing levels of compensation for investment, monies deposited and insurance business.

OUR STANDARD TERMS OF BUSINESS

These Standard Terms of Business (these Terms), together with any additional documents you are requested to accept, set out the contractual basis on which we provide our services to you. You should read these Terms carefully and contact us in the event that there is anything contained in these Terms that you do not understand or agree to.

GENERAL TERMS

The following Terms apply to all of our services, except where (and only insofar as) it is expressly varied in another section.

DEFINITIONS

The following definitions apply to these Terms. Further definitions are set out in another sections.

'We', 'us', 'our', 'WCIM' mean Walker Crips Investment Management Limited and its associated Group companies and subsidiaries.

'Account Executive' means your direct contact within WCIM who handles your account and your dealings with WCIM in relation to any agreed services in accordance with these Terms (and who may also be referred to as Investment Manager or Portfolio Manager).

'Alternative Investments' are investment vehicles which may include exposure to commodities, infrastructure and cash-plus targeted return strategies.

'Client Agreement' means any written agreement between us which requires your signature. In such cases, these Terms form part of our Client Agreement with you.

'Complex Instrument' is defined in the Rules of the FCA as including any financial instrument except:

- (i) shares admitted to trading on a regulated market or an equivalent third country market (that is, one which is included in the list which is published by the European Commission and updated periodically); or
- (ii) money market instruments, bonds or other forms of securitised debt (excluding those bonds or securitised debt that embed a derivative); or
- (iii) units in a scheme authorised under the UCITS directive; or
- (iv) any other financial instrument that satisfies the following criteria:
 - (a) it does not fall within Article 4 (1) (44) (c) of, or points (4) to (11) of Section C of Annex I to Directive 2014/65/EU;
 - (b) there are frequent opportunities to dispose of, redeem, or otherwise realise the instrument at prices that are publicly available to the market participants and that are either market prices or prices made available, or validated, by valuation systems independent of the issuer;
 - (c) it does not involve any actual or potential liability for the client that exceeds the cost of acquiring the instrument;
 - (d) it does not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the investment or pay out profile, such as investments that incorporate a right to convert the instrument into a different investment;

(e) it does not include any explicit or implicit exit charges that have the effect of making the investment illiquid even though there are technically frequent opportunities to dispose of, redeem or otherwise realise it; and

(f) adequately comprehensive information on its characteristics is publicly available and is likely to be readily understood so as to enable the average retail client to make an informed judgment as to whether to enter into a transaction in that instrument.

'Electronic Communication' is a communication between you and us by facsimile, email or other electronic means.

'Execution Venue' means a Regulated Market, a Multilateral Trading Facility (MTF), a Systematic Internaliser, an Organised Trading Facility or a market maker or other liquidity provider or an entity that performs a similar function in a third country to the function performed by any of the foregoing.

'Financial Instruments' include:

- i) transferable securities;
- ii) money-market instruments;
- iii) units in collective investment undertakings;
- iv) various options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices, financial measures or commodities;
- v) derivative instruments for the transfer of credit risk; and
- vi) financial contracts for differences. For the avoidance of doubt, 'Financial Instruments' do not include spot transactions or loans and certain exclusions apply to commodities.

'FCA' means The Financial Conduct Authority or any succeeding regulatory authority.

'Head Office' means Old Change House, 128 Queen Victoria Street, London EC4V 4BJ.

'Investment' means **'Designated Investment'** as defined by the Rules of the FCA, and includes securities such as stocks and shares, debentures, loan stocks, warrants and Crest Depository Interests. Please refer to the Product Descriptions and Risk Warning section for additional disclosures about investments and the risks associated with them.

'Leveraged Instruments' means Investments that have the potential of magnifying an investor's exposure to an underlying risk.

'Limit Order' means an order to buy or sell an Investment at a specified price limit or better and for a specified size.

'Multilateral Trading Facility' or **'MTF'** means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with the provisions of Title II of MiFID.

‘MiFID’ means the EU Markets in Financial Instruments Directive (Directive 2014/65/EU) and EU Markets in Financial Instruments Directive Regulation (Regulation 600/2014).

‘Non-Readily Realisable Investments’ are defined in accordance with the Rules of the FCA. They include Investments which are neither government or public securities, nor are officially listed or traded on an exchange in an EEA State, nor are regularly traded under the Rules of a recognised investment exchange.

‘OTF or Organised Trading Facility’ means a multilateral system, which is not a Regulated Market or MTF and in which multiple third party buying and selling interests in bonds, structured finance products, emissions allowances or derivatives are able to interact in the system in a way which results in a contract.

‘Professional Client’ is as defined in the FCA Handbook COBS 3.5

‘Regulated Market’ means a multilateral system operated and/or managed by a market operator which brings together or facilitates the bringing together of multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the Financial Instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III of MiFID.

‘Retail Client’ means a client who is not an Eligible Counterparty or a Professional Client as defined by the Rules.

The **‘Rules’** means the rules and financial regulations of the FCA, the London Stock Exchange, the London International Financial Futures and Options Exchange, any other Execution Venue, Clearing House or regulatory authority having jurisdiction in relation to business which we transact for you, and of Euroclear UK & Ireland Limited together with any requirements arising from or regulations made by the FCA or in accordance with the Financial Services and Markets Act 2000 (or any succeeding legislation).

‘Systematic Internaliser’ means an investment firm that, on an organised, frequent, and systematic and substantial basis, deals on its own account by when executing client orders outside a Regulated Market or a MTF or OTF without operating a multilateral system.

The **‘Website’** means that part of any Internet site of ours to which we have given you access by means of providing secure login details.

INTERPRETATION

Use of the singular includes the plural and vice versa and use of any gender includes any other gender.

These Terms shall apply to all new and existing clients unless varied in accordance with the Variation of these Terms clause below.

Nothing in these Terms shall operate to exclude or restrict any obligation, which we might have to you under the Rules.

These Terms supersede all previous Terms of Service and Business for WCIM.

CLIENT AGREEMENTS

You may be required to sign additional agreements before we can offer certain of our services to you. Separate forms will be provided to you for this. These Terms will apply to all of our services, except to the extent that they are expressly varied in any Client Agreement that you enter into with us.

We will treat you as our client where your signed Client Agreement for your own named account is accepted by us. Where you sign as an authorised person on behalf of a corporate entity we will treat the company as our client. Where you sign as a Trustee we will treat the trust as our client. We do not accept any liability for any obligations you may have to any third party, such as company shareholders or trust beneficiaries.

For trusts, companies, charities and other entities we will require the Client Agreement to be signed by a minimum of two persons. We will accept instructions from and deal with a single nominated contact person who has been authorised on the entity’s behalf and we are entitled to rely upon the instructions given by that person as properly authorised, unless we are advised to the contrary. Communications from us, such as contract notes and valuations, will be sent to the nominated person but arrangements can be made for additional copies to be issued to other persons as agreed between us.

CLIENT CATEGORISATION

We are required by FCA regulations to categorise each of our clients into one of the following categories:

- Retail Client
- Professional Client

In order to afford you the highest level of regulatory protection in your dealings with us, you will be categorised as a Retail Client unless you have indicated on the Client Agreement that you wish to be treated as a Professional Client. There are specific criteria that you must fulfil for us to be able to categorise you as a Professional Client and we may request further information from you in confirmation of your eligibility.

The FCA sets out various options under which you may request to be categorised differently, and thereby change the regulatory protection that applies to your account. We reserve the right to accept or reject any request and in certain circumstances will require you to acknowledge in writing that you are aware of the consequences of any loss of protection.

If you are unsure of your category, or require further guidance on the criteria applicable to different classifications of client and the subsequent changes in regulatory protection, please contact us.

JOINT ACCOUNTS

Where these Terms are issued jointly to more than one individual we shall deal with you on the basis that you are equal joint holders of all the cash and Investments to which these Terms relate, however lodged with us or registered. We shall hold you jointly and severally liable, so that you are both, individually and together, bound by these Terms and for any debt or charge arising out of these Terms. Any reference to ‘you’ in these Terms shall be deemed to be any one or all of such joint holders as the context requires.

We are entitled to act upon any instruction given by any of you, or by any other party to whom authority has been given by you. Unless we are instructed otherwise, all communications that we send to you, such as contract notes, statements and valuations will be sent only to the first named client in a joint account. Any communications given by us to any of you will be deemed to have been given to all of you.

As joint holders own the whole of the cash and Investments to which these Terms relate, without any distinction between them regarding share of ownership, on the death of one of the joint holders the ownership of such cash and investments passes automatically to the surviving joint holder(s) unless we are advised otherwise at the time of the first death. The surviving joint holder(s) must notify us immediately of the death of a joint holder(s), and provide us with a certified copy of the death certificate.

Unless we give you written notice of termination, these Terms will continue in force notwithstanding the death or other incapacity of any or all of you until we receive either:

- written notice of the death or legal incapacity of all of you;
- written notice of termination from any one of you. However, if we become aware of a conflict between joint holders, we may, in our absolute discretion, require that we receive instructions from all joint holders to operate or terminate the joint account;

and subject to the other provisions of this clause these Terms will thereupon be terminated in respect of all of you. Notice issued by us shall be valid and effective in relation to each of you if served on any of you.

ANTI-MONEY LAUNDERING

To fulfil our obligations under anti-money laundering requirements, we are required to verify the identity of our clients. We will therefore require you to provide us with evidence of your name and your permanent address prior to us opening an account for you and reserve the right to request additional proof of address or identity at any time during our relationship with you. If we do not already have it, it may also be necessary to request further information from you in order to fulfil our regulatory objectives, including source of wealth and funds.

As part of our identity verification process we may undertake electronic identity and fraud prevention checks on all clients, including trustees and directors. At times, we may extend these checks to other “connected parties”, such as beneficiaries.

If we do not receive the relevant identification or source of wealth documents, we reserve the right to return or freeze your funds/investments unless, or until, the necessary evidence of identity/source of wealth can be obtained.

LEGAL ENTITY IDENTIFIER (LEI)

A LEI is a unique 20-character alpha-numeric code for legal entities or structures (including companies, charities, SASS and trusts). The obligation for legal entities to have a LEI is a global initiative to facilitate the unique identification of legal entities engaged in financial transactions in any jurisdiction. We are required to verify the LEI number of our clients whom are not natural persons. You are therefore required to provide us with your LEI number promptly following our request and prior to us opening an account for you.

Unless we have agreed to apply for a LEI on your behalf, you will be solely responsible for obtaining your LEI and for

ensuring its ongoing validity, which may require its renewal from time to time, both of which may incur charges.

APPOINTING AN AGENT

You may appoint someone else to act as your agent for the purposes of these Terms. We will not be legally responsible to you for acting on any instruction, permission or information given to us by your appointed agent. To appoint an agent, you must complete a ‘Third Party Authority’ form. You may also appoint an agent to your account by providing us with a copy of an enduring Power of Attorney. We will not be legally responsible to you for acting on any instruction, permission or information given to us by the holder of the Power of Attorney.

COMMENCEMENT, VARIATION & TERMINATION

Commencement of business is upon confirmation of receipt and approval of your Client Agreement and any additional documents required by us from time to time

Variation of these Terms

We may vary these Terms or the characteristics of any of our services at any time for the following reasons, subject to the conditions below:

- we may make a variation in order to comply with the Rules or with relevant accepted market custom and practice. If we do so we shall seek to give you not less than 10 business days’ notice in advance, but where this is not practicable, we shall notify you as soon as we can thereafter;
- we may make a variation with a view to improving or extending the service that we offer. If we do so we shall give you not less than 10 business days’ notice in advance; and
- in the case of any other variation in these Terms or in the characteristics of our services (including a variation in our charges) we shall give you not less than 10 business days’ notice in advance. Where the variation is material in relation to the substance of these Terms (including a variation in our charges) and/or to a particular service which you are receiving, and you give notice of termination within 30 days of receiving our notice of the variation, we shall make no charge for transferring away on your instructions any investments which we may be holding for you.

No amendment will affect any outstanding order or transaction or any legal rights or obligations, which may already be in place.

The latest version of the Terms of Service and Business will be posted on our Website and you are encouraged to visit it periodically (www.wcgplc.co.uk/BusinessTC). You may also request a hard copy of the Terms of Service and Business.

Termination

You are entitled to terminate your client relationship with us by giving us written notice, which will be effective 10 business days from our receipt of that notice, except in relation to the termination of an ISA, termination of which will take effect on completion of the transfer of your ISA to your new ISA Manager. Please refer to our Recommended Standard Tariff sheet for confirmation of any applicable charges.

We may terminate these Terms, and therefore our Agreement with you, at any time, and shall not be obliged to give any reason for doing so. We shall serve not less than 10 business days’ notice of termination on you (30 days’ notice if you are a Discretionary Client), unless:

- there has been a change in the law or Rules requiring us to terminate these Terms; or
- your account has been inactive for a period of 3 years, in which case we reserve the right to terminate your account without notice, remitting any assets held on your account to you in accordance with these Terms;
- your account is being (or has been) used for illegal purposes, or for a purpose which we reasonably consider to be inappropriate (taking into account customary market practice);
- you have ignored all our reasonable efforts to contact you for further information or response, thus rendering you uncontactable; or
- you have been in serious and/or persistent breach of these Terms.

In such instances, we may give less than 10 business (or 30) days' notice to terminate or no notice at all. However, we shall notify you immediately.

Upon termination, either by you or by us, these Terms will remain in force in respect of any outstanding commitments, but no new commitments will be entered into (except with a view to ending outstanding commitments).

DEATH

In the event that you, as a sole account holder, should die whilst being a client, then, immediately upon notification of your death, your account will be suspended and we may, in our absolute discretion, close any open position which carries a future contingent liability, together with any associated stock positions. Our management or advisory and (where applicable) other outstanding charges at the date of death will be brought up to date and applied to your account. Thereafter the relevant Execution-Only Tariff sheet and Supplementary Charges will apply.

After we have suspended your account, and until such time as the title of your personal representatives has been satisfactorily established by sending to us a certified copy of the grant of probate or letters of administration (as the case may be), we are not obliged to accept any instructions over any account in your name or take any other action in respect of it.

If you hold a nominee account with us, we will operate such account on a "care and maintenance" basis whereby we will continue to provide custody services but will cease to actively manage your investments in accordance with the agreed mandate.

If we have received a death certificate for you, but not the grant of representation, we may (but will not be obliged to) act on an instruction given by your personal representatives for the purposes of payment of inheritance tax if your personal representatives undertake to indemnify us against all costs, claims and demands arising in connection with their instruction(s).

Once a certified copy of the grant of probate or letters of administration (as the case may be) has been received by us, your personal representatives may thereafter instruct us (as appropriate) to sell, transfer or re-materialise your investments subject to their authority and our relevant Tariff sheet and Supplementary Charges at the time. In the absence of the completion by your personal representatives of any account documentation to the contrary, the account will be designated an Execution-Only account. However, on

the request of your personal representatives we may agree at our sole discretion to provide advice on the sale of your investments, such advice being limited to which assets to sell and the timing of any sales.

We will not be responsible for any losses to your account which arise as a result of a delay in our being formally notified of your death. Nor shall we be liable for any losses to your account which arise as a result of our operating your account in accordance with the provisions in this section.

INFORMATION ABOUT YOU

We rely upon the information you provide to us in the Client Agreement and any subsequent updates, including, for Discretionary, Advisory Managed and Advisory Dealing clients, our periodic Client Suitability Reviews. The reason for assessing suitability is to enable us to act in your best interests.

You are responsible for telling us if this information changes. You should advise us in writing if;

- you change your name, your address or your contact details;
- you wish to change the bank account details we hold (enclosing a copy of a bank statement evidencing your new account details and a statement showing the bank details we hold);
- your tax residency status changes;
- there are changes to your account details or changes to any agent authorised to act on your behalf;
- your financial or personal circumstances change;
- your attitude to risk, your capacity for loss, your investment time horizon or your investment objectives change

You should not assume or infer that we are aware of changes in any of the above on the basis of other communications, such as receipt of a cheque from a new bank account. Failure to keep us up to date with any of the above may impact the quality of the services we provide to you or affect the receipt of communications between us and you or your agent. We will contact you to request an update of the information we hold for you from time to time.

DATA PROTECTION

In accordance with Data Protection legislation, we will handle all information we obtain about you in the course of providing our services lawfully and fairly in accordance with our position as a data controller. Full details of how we will ensure the integrity and security of your data are set out in our Privacy Statement, a copy of which will have been provided to you alongside these terms and can also be found on our website.

Where we are obliged to provide counterparties with information as a condition of conducting a transaction for you, or to the issuer of securities in which you have invested as a condition of you wishing to exercise voting or attendance rights or to receive shareholder perks, you consent to such disclosure. You agree that you will supply to us in writing, and as soon as reasonably practicable, any information which we may reasonably request. You warrant that all information that you supply to us is and shall be correct to the best of your knowledge and belief, and that you will notify us promptly of any material change.

In accordance with legal and regulatory requirements, we will retain your personal record data for a minimum period of five years following the termination of any relationship between us. We will not act upon any request you give us to destroy records relating to your account unless all our regulatory obligations have been discharged.

For more information about our Data Protection Policy, please contact us at data.protection@wcgplc.co.uk.

SERVICE LEVELS

We will deal with you on a Discretionary, Advisory Managed, Advisory Dealing or Execution Only basis, as agreed between us at the outset and during the course of your relationship with us.

We are not obliged to offer our Discretionary, Advisory Managed, Advisory Dealing or Execution Only services and may suspend or withdraw all or part of such service(s) at our discretion.

DISCRETIONARY AND ADVISORY MANAGED CLIENTS: SUITABILITY

Where you are a Discretionary or Advisory Managed Client we accept responsibility for the merits or suitability of any advice, investment or transaction on your account (other than those investments for which we have received specific instructions from you, or which have limitations provided by you (e.g. holdings with large capital gains which prevent their sale)). We will exercise reasonable diligence, skill and care, in the light of circumstances, which are or (using our professional skill) should reasonably be known to us at the time. You understand that the value of investments, and the income arising from them, can go down as well as up and it is impossible to predict future performance with any certainty.

Unless you notify us otherwise, where we owe you a duty to manage your portfolio, we will proceed on the basis that you do not wish to place any restrictions on the amount or type of investments, which we are permitted to advise on or transact under these rules.

We accept continuing responsibility for the suitability of:

- those of your Investments which you have entrusted to us insofar as we are free to exercise our complete discretion over these Investments or you accept our advice in a timely fashion in relation to them;
- the advice that we give to you about these or any other Investments;
- transactions which we undertake for you in the exercise of our discretion or on your prompt acceptance of our advice; in the light of your circumstances, requirements and objectives of which you have given us reasonable notice, and in relation to which you undertake to notify us promptly of any material change.

You agree to:

- provide us with up to date information regarding your circumstances, as well as your investment requirements and objectives;
- engage with us in completing periodic Client Suitability Reviews and Risk Profile Questionnaires to assist us in the management of your portfolio;
- notify us of any external investments that you wish us to consider when managing your portfolio or providing

investment advice.

ADVISORY DEALING CLIENTS

If you are designated as an Advisory Dealing client, we shall advise you on the merits of any particular Investment, and assess suitability of any Investment or transaction in relation to your individual circumstances, existing investments, requirements and objectives at the time of giving that advice. We will not be responsible on a continuing basis for advising on the composition or suitability of your portfolio.

You agree to:

- provide us with up to date information regarding your circumstances, as well as your investment requirements and objectives;
- engage with us in completing periodic Client Suitability Reviews and Risk Profile Questionnaires to assist us in our provision of suitable advice;
- notify us of any external investments that you wish us to consider each time our advice is sought.

Where we have a duty to advise, the advice when given will be specific to particular investment on a particular account. We are not responsible for the suitability of advice given where you deal on an account or in Investments for which the advice was not intended.

Failure to provide up-to-date information

We reserve the right to transfer your Advisory Dealing, Advisory Managed or Discretionary service to Execution Only where we consider that we have insufficient information to provide suitable advice on your investments or where the information we hold has not been updated or re-confirmed for more than 12 months.

EXECUTION ONLY CLIENTS

If you are designated as an Execution Only client, or you instruct us to deal with you on an Execution Only basis:

- we will accept no responsibility for the merits or suitability of any Investment or transactions;
- you will not be entitled to the protection accorded to Retail clients by the Rules as regards the suitability of any Investment or transaction.

If you wish to deal in a Complex Instruments as an Execution Only client, we are required to assess the appropriateness of the types of instruments for you and we will carry out our assessment either at account opening or, if the assessment has not been previously undertaken, at the point of your request to deal. Thereafter, the requirement for us to assess appropriateness will not apply for individual Investments or transactions.

Under the Rules, appropriateness is assessed solely in the context of your knowledge and experience of the risks associated with those Investments or service. When making the assessment, we are not required to take into consideration other factors, such as your investment objectives, financial resources or other personal circumstances. When considering and assessing your knowledge and experience we will consider the knowledge and experience disclosed to us in the course of the client relationship.

Where we are required to consider appropriateness and we consider, on the basis of the information supplied to us by you, that an Investment or transaction may not be appropriate for

you or if you provide insufficient information in this regard, we will be unable to act on an Execution Only basis for you.

RECORDING CALLS AND COMMUNICATIONS

We will record and retain telephone conversations and other electronic communications that take place between you and us. You are entitled to request a copy of such recordings for a period of 5 years from the date of each such recording. Telephone calls are recorded in accordance with regulatory requirements to assist with our monitoring and compliance procedures, including fraud prevention purposes; to help maintain quality of service; and to avoid misunderstandings.

CHARGES

WCIM has available a Recommended Standard Tariff sheet which will be adopted in the absence of agreed specific alternative arrangements being in place. We reserve the right to amend these charges at our discretion by giving 30 days' notice to you. Where you continue to use our services following notice of any change, you will be deemed to have accepted all such changes.

Any additional charges due to us (or to agents used by us) may be deducted from any funds held by us on your behalf or, at our discretion, shall be paid by you as stated in the relevant contract note or advice.

INVESTMENT PROCESS

Each Account Executive whilst under the company's supervision, will maintain a degree of autonomy and freedom to provide clients with tailored services and investments, subject always to the monitoring and supervision carried out as part of our company's investment oversight process.

We may choose to recommend particular investments and offer guidance to our Account Executives in relation to the accounts or make available to them research and information. However, our Account Executives may prefer to carry out their own research and select, subject to suitability controls, alternative investments on the basis of this research. Consequently, it is likely that the advice given to one client will differ from that given to another client with the same investment objectives and risk outlook and as a result, it is likely that the individual performance of portfolios managed by our Account Executives will differ.

CLIENT INFORMATION

Key Information and key feature documents and other notices

If you are an Advisory Managed, Advisory Dealing or Execution Only client (i.e. not a Discretionary client), we will provide you with the key features documents, key investor information documents (KIID) or simplified prospectuses prepared by the relevant product provider in accordance with the Rules.

If you are an Advisory Dealing or Execution Only client, where an Investment has a PRIIPs Key Investor Document (KID), for transactions undertaken at your own initiative using a means of distance communication, the provision of the KID before a transaction is concluded will not be possible and will be provided as soon as possible after the transaction; if you wish, you may delay the transaction(s) in order to receive and read the KID before concluding the transaction(s), otherwise you consent to receiving it without undue delay after the conclusion of the transaction(s).

The requirement to provide a KIID or KID does not apply to Discretionary clients, nor does it apply if you already hold the

same Investment and have previously received that KIID or KID.

CLIENT REPORTING

Contract notes

If you are an Advisory Managed, Advisory Dealing or Execution Only client, we will issue to you (or your appointed agent) a contract note for each transaction as evidence of the purchase or sale unless we are not required to do so under the Rules. The contract note will fully detail our remuneration and any remuneration received from a third party (other than another client) in respect of the transaction(s). When we carry out a Limit Order for you, the contract note will disclose this fact.

If you are a Discretionary client, you will not be sent contract notes (unless you elect to receive individual contract notes for each transaction). Instead, you will receive, as part of our quarterly reporting to you, equivalent information regarding the transactions undertaken during that period.

In all cases where we send contract notes, we aim to issue them on the day of the transaction. The contract note should be checked immediately on receipt to see that it accurately reflects your instructions.

Periodic Reporting

We will provide clients (or their appointed agents) that use our custody services and/or for whom we hold client money with quarterly statements showing their Investments and/or client money held by us at the end of the period covered in the statement, which may be incorporated into their valuation report. We can also provide valuations for legal and tax purposes, such as for gifts or for probate. Your Account Executive would be pleased to discuss your specific requirements and the associated charges.

Clients who wish to receive more frequent statements must contact their Account Executive. We may make a charge for more frequent statements and, if we do, we shall notify you of the amount of the charge at the time of your request.

Discretionary clients will receive, as part of our quarterly reporting pack, information regarding the transactions undertaken during that period, including details of each financial instrument held, fees and charges incurred during the reporting period and performance reporting. If you are a Discretionary client who has authorised us to operate a leveraged portfolio, such periodic statement will be provided on a monthly basis.

Additional Reporting

If you are a Discretionary client, you will be notified if the value of your portfolio falls by 10% or more during a quarterly reporting period.

If you are a retail client holding Leveraged Instruments (e.g. warrants or leveraged ETFs), you will be notified if such instruments (or portfolios containing such instruments) fall by 10% or more during the quarterly reporting period.

If you are a Discretionary or Advisory Managed client, we will set out a summary of the costs and charges applicable to your account, including the underlying costs of any collective investments you may hold, and illustrate the effect of those charges on the value of your portfolio, at least annually.

MEMORANDUM OF ADVICE

If you are an Advisory Managed or Advisory Dealing client, we will issue, in writing, a Memorandum of Advice to you specifying the advice given and how it meets your preferences, investment objectives and other relevant characteristics.

Where our advice leads to an agreement to buy or sell one or more Financial instruments, but is provided using a means of distance communication that prevents the delivery of the Memorandum of Advice prior to the transaction(s), you have the option of delaying the transaction(s) in order to receive the Memorandum of Advice before the transaction(s) are concluded; in the event that you wish to proceed without having received the Memorandum of Advice, you consent to receiving it without undue delay after the conclusion of the transaction(s).

If you are a Discretionary client, unless you explicitly request to receive a Memorandum of Advice for each transaction, we will complete a memorandum and retain it in our records. You will be provided with a portfolio overview as part of your regular quarterly periodic reporting to you. Specific memoranda will remain available to you upon request.

ORDER INSTRUCTIONS

We will accept dealing instructions from you by telephone, post, email or facsimile, or in person. We will execute your instructions on a best endeavours basis and shall have no liability for any instructions until they are received by us. We will not be responsible for failure of or delays caused by Electronic Communications, provided that such delay or failure has not been caused by our failure to put in place adequate systems as would reasonably be expected of us. We may act on any instructions that we reasonably believe to have been sent by you.

We may, at our discretion and without giving any reason, accept or reject any instruction to carry out any transaction, but shall notify you as soon as reasonably practicable if any instruction is rejected.

When dealing on your behalf, we will act in reliance upon your instructions. You accept that you are responsible for ensuring that your instructions are clear and accurate. Any losses which may arise through the giving of incorrect instructions will be your responsibility. This responsibility also applies, without limitation, to any losses which you may suffer by reasons of your inability (other than through our default) to either deliver stock sold to the market on the due date, or losses arising from the purchase of stock to meet delivery obligations.

In giving an order to sell shares, you warrant that you are the beneficial owner of the shares, or have the authority to sell the shares, and that the shares are free from any charges, lien or encumbrances. We do not allow 'short sales' which is when you give us instructions to make a sale though you do not currently own the securities or financial instruments.

Any instruction given to us forms an irrevocable commitment to buy or sell shares, which cannot subsequently be cancelled, except prior to the execution of the instruction. If you wish to cancel an order that has not yet been carried out, we will, on a best endeavours basis, without liability, seek to cancel it with the market or with the agents (if any) to whom we have passed it, but we can give no assurance that we can affect such cancellation. In placing an order with us you accept full liability for its completion unless we confirm to you cancellation of the order, and you accept liability for any losses and costs arising from such cancellation.

We accept no liability for the non-completion of or delay in completing any instructions given by you or accepted by us where this is caused by systems failure (provided that such failure has not been caused by our failure to put in place adequate systems as would reasonably be expected of us), market closure, a failure to perform by a third party settlement agent, depository, clearing or settlement agent or system or participant in one of them or other exceptional circumstances.

ORDER AGGREGATION AND ALLOCATION

We may combine your order with that of another client, or with our own orders, or with those of persons connected with us where we reasonably believe that it is likely that the aggregation will work more to your advantage overall than if your order had been carried out separately.

Where we combine client orders with our own orders or those of persons connected to us and the aggregated order is partially executed, we will allocate fully the related trades to clients in priority to our own orders.

ORDER EXECUTION POLICY (OEP)

We are required to establish an order execution policy and to take all sufficient steps to ensure the best overall outcome (best execution) when we execute orders or receive and transmit orders to a third party for execution for our Retail and Professional clients in Financial Instruments as defined in MiFID.

The paragraphs below set out in detail how we seek to achieve this result for you.

When we undertake a transaction on your behalf, subject to any specific instructions that may be given by you, we will take all sufficient steps to obtain the best overall outcome for you taking into account the following factors: the characteristics of the Financial Instrument, nature of the order, Execution Venues, liquidity, client category (Retail or Professional) and any other relevant criteria. We will then route the order accordingly.

We will use our commercial judgement and experience to determine the relative importance of each factor. For most orders, it will primarily be a case of achieving the best price, although other features of the order, like cost of execution, size, shape, liquidity, speed of execution and other matters, may be considered where relevant; including safe delivery to complete the transaction, and market impact.

For most orders, the choice of Execution Venue will involve no additional charges, but where additional charges are incurred, achieving the best overall outcome for you will be the priority. Standard settlement is usually trade date plus 2 (T+2). If a trade is instructed for settlement outside the standard, there is normally a cost impact reflected in the price.

Execution Venues

We use dealing systems with links to Regulated Markets and their Member Firms, which include the Market Makers' Retail Service Provider Network (RSP). Our use of these systems means that, for most standard settlement orders, we are able to achieve timely execution.

For more complex transactions or securities, or non-standard settlement trades, in addition to systems, we also have direct telephone communications with counterparties with whom we can execute your orders. For non-UK equities, we will use the venues which, to the best of our knowledge, will provide you with the best overall outcome.

The Execution Venues we may use for client orders at, or below, standard market size for that type of Financial Instrument are detail in our Order Execution Policy.

We regularly assess the Execution Venues available and may add or remove venues in accordance with our obligation to provide you with the best possible execution result on a consistent basis.

Consent

We are required to obtain your consent to our OEP.

We believe that it is in your best interest that we can deal in as many markets and use as many Execution Venues as possible, including dark pools, in order that we may give you the best possible outcome. Before we can execute your order outside a Regulated Market, MTF or OTF (i.e. where we deal off-exchange), the Rules require us to obtain your express consent. By signing the account opening documentation and agreeing to these Terms, you will be deemed to have provided such consent by providing us with an order. If you withdraw your consent, please notify us in writing through your Account Executive. Using market counterparties (i.e. executing your order outside a Regulated Market) will result in counterparty risk. In the event that a market counterparty defaults in its obligations or becomes insolvent, we will not be responsible to you for any loss suffered by you by reason of any cause beyond our control.

Limit Orders

Limit Orders are orders given to us to buy or sell a specific number of shares in a stock at a specific price or better. In such circumstances, completion of the order is not guaranteed.

Limit Orders placed on the LSE Order Book will be automatically executed if the limit price, which you have set, can be achieved.

Limit Orders which cannot be placed on the LSE Order Book will be accepted for execution on a best endeavours basis. Unless instructed otherwise, Limit Orders will expire at the end of the business day and must be renewed if required on the following day. Limit Orders instructed over longer periods, will be accepted on a best endeavours basis.

Whilst best endeavours will be made to execute a purchase or sale at specified dealing price, we are unable to accept responsibility for any loss arising from a limit price being missed. WCIM is unable to accept stop loss instructions.

The Rules require your unexecuted Limit Orders to be made public unless you expressly consent to us not to make it public. We believe that it is in your best interest that we do not make your Limit Orders public and, by signing the account opening documentation and agreeing to these Terms, you are expressly instructing us not to make such orders public, unless

we feel that it is in your best interest to do so.

Where your express consent is denied, or not received, we will attempt to make your Limit Order details known to the market and, if there are additional costs in doing so, we will notify you and the cost will be passed on to you.

Client Specific Instruction

There may be instances where you instruct us to place an order with specific criteria. Where you give us a specific instruction as to the execution of an order, we will execute the order in accordance with those specific instructions.

Where you provide specific instructions to us in relation to the execution of an order, your instructions may prevent us from applying the steps set out in our OEP. Where your instructions relate to only part of the order, we will continue to apply our OEP to those aspects of the order not covered by your specific instructions. The following is a list of examples which should not be regarded as exhaustive:

- agency crosses where both buyer and seller agree to "cross" a trade at a pre-determined price
- dealing in a size which is larger than that which is available in the market
- dealing on extended or non-standard settlement
- instruction to deal in a specific venue
- highly structured (or customised) transactions where it is difficult to find a comparable instrument
- dealing in a product where there is only one, or only one major, Execution Venue

We reserve the right to refuse specific instructions to us in relation to the execution of a particular order where, in our opinion, such instructions are not practicable, or may be contrary to your best interests.

Monitoring, Review and Updates

We will monitor compliance with our Order Execution Policy. We will review our order execution arrangements and policy regularly and whenever a material change occurs that affects our ability to continue to obtain the best possible result for our clients. We will notify you of any material changes to our execution arrangements by posting updates on www.wcgplc.co.uk/businessTC.

STABILISATION

Stabilisation enables the market price of a security to be maintained at an artificial level during the period when a new issue of securities is sold to be public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes into the market for the first time, the price can sometimes drop before buyers are found.

Stabilisation is carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to market). As long as a strict set of rules are followed, he is entitled to buy back securities that were previously sold to investors or allotted to institutions, which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation. The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, or of the price at which they are prepared to buy the securities.

The Stabilisation Rules:

- (a) Limit the period when a stabilising manager may stabilise a new issue;
- (b) fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- (c) require him to disclose that he may be stabilising but not that he is actually doing so.

Please inform us if you do not wish to be advised in respect of such investments, or if you do not wish us to enter into transactions in such investments.

CONFLICTS OF INTEREST

The Walker Crips Group (WCG) provides diversified financial services to a range of clients. These services include stockbroking, Wealth Management and custody and settlement services and they are delivered to clients that include individuals, private companies, and trusts. Across WCG, these services are provided by employees, Account Executives, agents and affiliates. It is therefore feasible that circumstances may occasionally arise whereby the interest of a client may conflict with the interests of the firm, or with those of another client. In particular, conflicts may arise between:

- the firm and a client
- two or more clients of the firm in the context of the provision of services by WCIM to those clients; and
- the personal interests of the firm's staff and a client.

We take all appropriate steps to identify conflicts between WCIM and our clients, and one client and another. We maintain and operate effective organisational and administrative arrangements designed to prevent and manage conflicts of interest that pose a material risk of damage to client interests, including a comprehensive Conflicts of Interest Policy which defines the steps that we take to identify, prevent, manage, mitigate and/or disclose conflicts of interest when providing various investment and other services. We will disclose any conflicts that cannot be managed effectively and will maintain records of our services and activities in which conflicts have arisen or may arise. Where we determine that we are unable to manage a conflict of interest to protect a client's interest, we may decline to act on behalf of a client. For further details of how we identify, prevent, manage, mitigate and otherwise avoid any potential conflicts of interest that WCIM might face, in light of the services we offer, please see a summary of our Conflicts of Interest policy available on our website at www.wcgplc.co.uk/Legal/Policies.

MARKET ABUSE

You agree that you will not, by deliberate or negligent act or omission, commit market abuse. Market abuse is defined in the Market Abuse Regulation (MAR) 2016. Market Abuse is a civil offence for which you can be subject to a fine and ordered to pay unlimited restitution; criminal sanctions, including custodial sentences of up to seven years, can also be imposed.

MAJOR SHAREHOLDINGS DISCLOSURE

Shareholders of a company are obliged to declare to the FCA and the underlying issuer acquisitions and disposals of major shareholdings. This applies to all shareholdings, whether held in our nominee or otherwise. You must comply with all notification requirements under the Rules, including the obligation to make a declaration where your shareholding in a company reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% thereafter up to 100%.

Similar disclosure obligations will apply in non-UK jurisdictions.

You are responsible for monitoring the level of your shareholdings and making the relevant disclosures.

CLIENT MONEY

Organisational arrangements

All money we hold on your behalf is classified as 'Client Money', being funds arising from or intended for investment activity, and is held on a pooled basis along with money belonging to other clients, under a statutory trust. Your money is held in accordance with the FCA Client Money Rules which require us to hold your money, segregated from the firm's own money at an EEA regulated credit institution or a bank authorised in a non-EEA country (each a deposit taker), in a client money bank account.

We will use reasonable skill, care and diligence in the selection, appointment, periodic review, use and monitoring of any financial institutions which hold client money. We are not liable for the acts, omissions or default of any such financial institution except to the extent caused by our own negligence, wilful default, fraud, breach of the Rules or breach of contract. If any such institution with which client money is held becomes insolvent (or similar) then we may not be able to claim the full amount of the balance owing on the client account.

Before placing client money with institution, we obtain a signed undertaking, known as a Client Money Acknowledgement Letter to confirm that no right of set-off exists between client money credit balances held on behalf of clients and any indebtedness of WCIM or any of our subsidiaries.

Your money will be pooled with other clients' money for administrative purposes but will be strictly segregated and identified in our records and will not be used for the account of any other client.

Where money is held in a pooled account, individual clients do not have a claim against an account in their individual name. In the event that the deposit taker enters into administration, liquidation or similar procedure, repayment of client money held in the pooled account will be on a pro rata basis. If the deposit taker is unable to repay all of its creditors, any shortfall in the client money pool would be borne by all the clients in that pool proportionately.

In the event of WCIM's administration, liquidation or similar procedure, client money will be subject to the Client Money distribution rules contained within the FCA Client Money Rules.

Where we are required under these Terms to pass client money to another financial institution (such as an exchange, intermediate broker, settlement agent or clearing house), we will have no responsibility for the acts or omissions (or insolvency) of such parties.

Client money placed by us with a bank, building society, or other any other type of financial institution permitted by the Rules, will be held in instant access and term deposit accounts at our discretion, in accordance with the Rules. Your money will be held at all times within the United Kingdom unless you either expressly instruct us to hold money overseas for you, or you require it to be held in a currency other than sterling, or you transact business overseas and this requires us to pass or hold your money abroad.

Where we hold money for you overseas, or we need to pass it to an overseas financial institution (such as a broker, settlement agent or clearing house) we look for similar safeguards to those pertaining to your money held in the United Kingdom but these may be less secure, however you acknowledge your rights to money held with a bank located in a jurisdiction outside of the UK may not be the same as when we hold it with a UK bank. In particular, if the overseas entity becomes insolvent your money may be treated differently from the position which would apply if the money was held in a client bank account in the UK and it may therefore be less secure and the UK Financial Services Compensation Scheme (FSCS) will not apply.

Your money may be held in client money accounts with a notice period of up to 95 days, provided that we comply with certain provisions under the Rules. This means that there is a small risk that your money may not be immediately available for withdrawal on demand. This may result from the unlikely event of an exceptional and simultaneous rise in withdrawals across our client base or default by us or by one of the institutions with whom your money is held. However, we endeavour to manage that minimal risk through a periodic review of the maturity profile of client money balances, and ongoing monitoring of client money cash flows to ensure we have sufficient client money to meet your withdrawal requirements.

Unidentified client money

If we receive monies on your behalf but are not provided with sufficient information to identify that such monies are for your benefit, these monies will be treated as client money but will be returned to the sender.

We reserve the right not to make payments to or to receive payments from third parties and not to make payments to or receive payments from bank accounts not in your name or held in a jurisdiction outside of the EU. In any case we only make such payments on an exceptional basis rather than on a regular basis.

Unclaimed balances

We may cease to treat as client money, and accordingly release it from our client bank accounts and pay this to a designated charity of our choice, any balances held for your account where those balances remain unclaimed provided that:

- there has been no movement on the account for six years except for payment or receipt of charges, interest or similar items;
- we have written to you at your last known address giving you 28 days' notice that the balance will cease to be treated as client money; and
- we have undertaken to make good any valid claims against a released balance.

CLIENT ASSETS

Registration

Investments held on your behalf will be predominately registered in the name of our nominee company, W.B. Nominees Limited, a wholly owned non-trading subsidiary of WCIM or in the name of a nominee company controlled by a third-party custodian. Investments held on your behalf may also be registered in your own name, or on occasion in the name of a third-party custodian, or in the name of WCIM, or as otherwise permitted under the Rules. At all times your investments will be registered in accordance with the FCA Custody Rules (CASS Client Assets Sourcebook). You will at all times remain the beneficial owner of your Investments, although they will be registered for legal purposes in the name of our nominee company, or in the name of a nominee company controlled by a third-party custodian, or on occasion in the name of a third-party custodian or WCIM or as otherwise permitted under the Rules. Investments are held in dematerialised form or, in certain cases, in physical share certificates or similar documents of title.

Non-UK shares may be held overseas where there is different settlement, legal and regulatory requirements for the separate identification of investments from those applying in the UK. Should legal or regulatory restrictions or market practices prevent us from recording assets held overseas in your name or in the name of a nominee company, these assets may be registered in our name or, in some circumstances, in the name of the custodian. You acknowledge that investing in overseas securities may give rise to different settlement, legal and regulatory requirements from those in the UK and different practices for the separate identification of investments. Where accounts holding your money or investments are not subject to English law your rights may be different from those that would apply under English law.

We will take due care in selecting suitable custodians to hold your Investments, but will not be liable in the event of default by a custodian. We are responsible for the acts of our nominee company to the same extent as for our own acts including, for the avoidance of doubt, losses arising from fraud, wilful default or negligence. If the custodian or any sub-custodian becomes insolvent, the consequences for you will depend upon the applicable law (which may not be English law). The insolvency may result in delays in settling or transferring investments or money held. The effect of any applicable law is outside our control and could, for example, mean that your interests are not recognised as separate from those of a third party. In the event of default or the insolvency of a custodian we will use our best endeavours to recover the Investments for you. In the event of an irreconcilable shortfall following the default of a custodian, all clients in the pool will share pro rata in that shortfall.

You may instruct us in writing to register investments purchased through us in the name of a third party (which may not be WCIM or an affiliate of ours). If you do so instruct us, the consequences of registration carried out in accordance with your instructions are entirely your risk. We accept liability only for the performance of our own nominee companies, but not for any other custodian or registrar.

Except as provided in these Terms, we will not dispose of, surrender, lend or pledge your Investments without your instructions, which for the avoidance of doubt, must be in writing. Investments owned by you and held by us may be

given as security in respect of money borrowed by you or on your behalf subject to the same being agreed separately between us. In the absence of any alternative provision in an agreement between us we shall be entitled to dispose of or otherwise deal with any of your investments which are held as security for borrowed money, so as to discharge part or all of the borrowing.

WCIM will commit to only deposit safe custody assets with a third party in a jurisdiction which specifically regulates and supervises the safekeeping of safe custody assets, unless otherwise allowed under the Rules. Certain non-EEA countries do not have adequate regulations for the safekeeping of custody assets; hence, in order to comply with the Rules, we may refuse to accept assets particularly where these assets are placed or transferred in non-EEA jurisdictions where we believe the regulations for the safeguarding of client assets do not meet the standards we expect to be in our clients' best interests.

POOLING

Investments that are registered in the name of our nominee company, or held in an omnibus account with a third-party custodian or its sub-custodians may be pooled with those of other clients, for administrative reasons, but they will be strictly segregated and identified in our records and they will not be used for the account of any other client. This means that your entitlement will not be separately identifiable on the relevant company register, by separate certificates, other physical documents of title or equivalent electronic records.

In some circumstances, investments held by a third party custodian or its sub-custodians may not be segregated from our investments or those of the custodian or sub-custodian. Therefore, your protection may be less should a default occur on the part of the custodian or sub-custodian

Investments which we hold for you on a pooled basis may attract different treatment during corporate actions or other events than it would have done if the Investment was held in a separately designated account and your options may be limited. In such cases any rights or other benefits will be shared proportionately among all shareholders whose holdings are affected.

Shortfalls arising from errors and omissions

Under a pooled arrangement, due to the timing of transaction settlements, it is possible that a situation may arise where the assets held for one client are temporarily used to meet the settlement obligations of another client. We try to avoid this occurring but it could happen, and a shortfall may occur via error or omission, in our nominee or where investments are held in an omnibus account by a third party. If such an event occurs, in accordance with the FCA Custody Rules (CASS Client Assets Sourcebook) we will take necessary actions to ensure that there is no loss or prejudice suffered by our clients. In the unlikely event that, through error or omission, WCIM does not prevent the use of your client assets for its own account, or for an account on another client, you expressly consent to such use of client assets.

LIEN

You agree that your assets may be subject to a lien (a type of security interest) or right of retention or sale in favour of any custodian, sub-custodian, nominee or agent appointed by us in accordance with these terms in respect of charges and liabilities relating to the provision of custody services in relation to your assets.

Circulars, Dividends and Shareholder Benefits

We will account to the beneficial owner promptly for all dividends, interest payments and other rights accruing to that holder, in relation to exercising conversion and subscription rights and voting rights regarding the holdings. We will not be required to attend, speak, or vote at any meeting of the holders of any investments held by W.B. Nominees Limited.

Decisions over corporate actions, including rights issues, take-overs, etc., will be made on your behalf if you give us discretion to manage your Portfolio. Where we do not have discretion to manage your portfolio, we will contact you with details of rights issues and take-overs and seek your instructions on a best endeavours basis and within a defined timescale. Once your instruction is given, it is deemed to be irrevocable and final. We will not be liable for any losses or losses of opportunity suffered where we do not receive your instructions within the timescale provided. In such circumstances, we will select the default option specified by the company or registrars involved.

We will provide notification of other such notices, circulars and documents as received by us in our capacity as registered holders at our absolute discretion.

We will not elect to receive scrip or stock dividends on your behalf and we are not responsible for informing you that a scrip or reinvestment alternative exists.

Where, after fulfilling our obligations to you and our other clients, we are left with a fractional entitlement to part of a share, unit or cash, we may accumulate these fractions and dispose of them at our discretion. In this case the proceeds will be retained by us and offset against our operating expenses.

Company Reports & Accounts are received by us and can be provided to you upon request (subject to administrative charges). Certain companies provide shareholders with "perks" such as discounts on products or services; however where a beneficial interest is held via a nominee company, these "perks" may in some circumstances be lost. Where benefits are given to nominee account holders we will endeavour to pass these to you upon request.

SETTLEMENT & DELIVERY

Settlement

Cleared payment for share purchases must be received on or before the settlement date shown on your contract note. However, we reserve the right to request pre-funding of any transaction. Failure to provide cleared funds by the intended settlement date may be interpreted as a breach of these Terms. Late payment may also attract an additional charge and interest. See 'Default Remedies' below.

Only purchases and sales effected for settlement on the same date may be offset, subject to satisfactory completion of stock deliveries. We will not offset transactions with different settlement dates.

In the event of any delay in settlement, your money

will continue to be treated as client money in accordance with the Rules.

Delivery

Where you instruct us to sell shares held in certificated form outside WCIM, you will be expected to send to us the certificates and signed stock transfer forms, properly

completed and in deliverable form, at least two clear working days before the relevant settlement date. Where we are not in receipt of fully completed documentation within two clear working days of the intended settlement date, a charge will be levied for late delivery. Where documentation is not received in deliverable form by the intended settlement date, we reserve the right to repurchase the stock in the market and request immediate settlement of any outstanding balance, including transactional fees and charges.

Title to securities purchased will not pass until payment for stock / shares have been received by WCIM in full. Payment should be effected by way of cheque, direct credit or telegraphic / electronic transfer.

NON-STANDARD SETTLEMENT

Transactions will only be accepted on a non-standard settlement basis where investments are held, or arrangements have been made for investments to be held, in our nominee company and the required collateral and / or margin facilities are in place. WCIM reserves the right to impose T+2 or other specific settlement terms on closing trades. WCIM also reserves the right to impose extended non-standard settlement in conducting business and to impose a limit on the extent of non-standard settlement. Customers should be aware that trades for non-standard settlement could result in less advantageous terms.

Roll-overs

A “roll-over” transaction is a mechanism whereby an investment is sold and simultaneously re-purchased for a forward settlement date. We may permit you, at our entire discretion, to roll-over a position once only, and on the provision that any shortfall is settled by the settlement date. We reserve the right to cancel any trade effected on your instruction given in breach of this rule.

DEFAULT REMEDIES

WCIM is entitled to an express lien, power of sale and right of set off over client Investments in respect of properly incurred charges and liabilities arising from the provision of its service (including administrative and custody services). WCIM may exercise such discretion in such a manner as it sees fit, including by consolidating accounts belonging to you.

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 the liability against them. If settlement of a transaction is not received on the due date, WCIM reserves the right to take the following action:

- (a) Charge interest on unsettled balances at 5% over Bank of England Base Rate subject to a minimum late settlement levy as stated in our Recommended Standard Tariff sheet;
- (b) Dispose of any securities purchased which are held by us or our appointed nominees on your behalf, including those held in another account to which you are a party, and apply the proceeds towards the discharge of any liabilities owed to us. We will not be liable for the decisions as to which Investments or assets are realised in order to meet your liabilities, nor for any legal, tax or other consequences to you;
- (c) Institute legal proceedings for recovery of the debt and charge legal and other collection costs to you.

If WCIM is required to exercise its rights under this section it will seek to provide notice but may do so immediately and without notice where it considers appropriate.

SECURITY OF ASSETS AND INVESTOR PROTECTION

WCIM is a participant in The Financial Services Compensation Scheme (FSCS or the Scheme). The Scheme offers protection to eligible claimants in respect of investment services provided by participants in the Scheme.

On the default of a participating bank or building society with which we have placed client money, eligible claimants may be entitled to compensation under the FSCS.

Investments held by eligible claimants in our nominee company name are protected by the Scheme. WCIM is liable for the debts and obligations of W.B. Nominees Limited, including, for the avoidance of doubt, losses arising from fraud, wilful default or negligence. We maintain insurance policies to protect WCIM and its customers against fraud, misappropriation or theft of any client assets under our control.

WCIM are audited by BDO LLP who undertake detailed verification procedures which enable them to provide the institutionally recognised AAF 01/06 report.

In the event of a default by WCIM, the beneficial owner of the assets held by WCIM may be able to submit a claim under the Scheme.

For information about the FSCS, including eligibility and levels of cover, please visit the website at www.fscs.org.uk.

USE OF WEBSITE

It is a condition of the provision of our Website to you that you will not disclose the specific login details issued in confidence to you on setting up your account (by act or omission), or allow them to be disclosed to any other person, and you will take all appropriate measures to prevent any third party gaining access to them;

Immediately on becoming aware that another party has acquired knowledge of your login details, you will:

- (a) cease to make further use of them
- (b) contact our Client Services department; and
- (c) follow this at once with confirmation in writing or by email

Until our Client Services Department receives such written confirmation from you, you will be exclusively responsible for any instructions placed or purported to be placed by you under your login details, and we shall be entitled to treat all such instructions as authentic.

You hereby consent specifically to the provision by us to you of information required by the Rules of the FCA by means of a Website without it being addressed personally to you, where we notify you electronically of the address of the Website and the place on the Website where the information can be accessed.

In respect of the above you are responsible for providing us with a correct email address.

Reliability of service and content

Although we will use all reasonable endeavours to provide you with continuous access to our Website, we do not guarantee or represent that we can do so since neither we nor any other party has any control over the Internet, which is a global decentralised network of computer systems. You acknowledge that the services may not be error free, that they may be interrupted and can be variable.

We reserve the right to suspend our services on occasions in order to maintain or repair our Website related software, or if at any time, we are unable for whatever reason to ensure the integrity of the service.

You understand that while you may be able to access certain research reports which we provide through the Website the availability of such information does not constitute a recommendation to buy, sell or otherwise trade all or any of the investments mentioned therein. Neither we nor any person connected with us nor our agents nor our suppliers make any representation as to the accuracy, completeness or timeliness of any information or opinions made available to you on the Website. No information or opinions on the Website constitute an offer of solicitation by us or a Person connected with us to buy, sell or deal otherwise in any particular investments. You should seek professional advice as to the suitability of any investment referred to on the Website.

Copyright

All information and opinions on the Website are protected by copyright and other intellectual property laws. They may be displayed and printed for your personal non-commercial use only. You agree not to reproduce, transmit or distribute them to anyone (including, but not limited to, bulletin boards, mailing lists or newsgroups) without our prior written consent..

Abuse, Corruption or Misuse of Equipment, Transmission or Data

We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions within our control as soon as practicable after we become aware of them. However, we do not guarantee that the Website and any stock related or other information available from it will be error free or uninterrupted. We will not be liable for any inaccuracy, errors or omissions in the stock related information which may be caused by any event beyond our reasonable control (including the electronic transmission of data, content, material and information over the information or decryption of it by others) or for any damages resulting therefrom.

You agree that you are fully aware of the fact that the information accessible over the Internet may contain viruses or other harmful and destructive components.

For the reasons set out above you agree to accept the services "as is" and "as available" without any warranty of any kind either express or implied, including but not limited to warranties of merchantability, speed of data transmission, of any kind whatsoever, fitness or purpose, title or non-infringement.

You are responsible for providing and maintaining at an appropriate standard the computing and communications equipment necessary for accessing and using the Website, and for all fees and charges incurred by you in such access and use.

You will not use the Website for any unlawful, obscene, abusive or libellous purpose.

Liability

You accept that we have no liability to you arising from breach of confidentiality or otherwise, if through no fault of our own any other person sees any communication which is deemed to have been delivered to your email address. You acknowledge that any third party you may have appointed to act on your behalf in connection with your account (or to whom you have given consent to view your account) will, once authorised by us, be able to view your account details online for administrative purposes only. Such authorisation includes the imposition on the third party of our normal security measures.

We obtain and display on our Website information from third party sources and although we believe them to be of good repute we do not check or monitor it, and we accept no responsibility for the accuracy or timeliness of process or any other information obtained from such third parties.

We cannot be held liable and will not be liable under any circumstances, for any loss or damages of any kind which results or may result from your use of the Website (including but not limited to system errors, deletion or loss of files, defects or delays in transmission of instructions or other information, any failure of our server or the Internet, or any other event beyond our control) or your access to the Internet or use thereof for any purpose whatsoever or for any reliance on or use of information received on or through the Website or the Internet. You agree that your sole and exclusive remedy if dissatisfied with the Website for any reason whatsoever, is termination of our services, in accordance with the provisions of this agreement.

Electronic communications

We do not accept responsibility for the transmission or the reception of (or the failure to transmit or to receive) information where such transmission, reception or failure is caused by or relates to your own systems or that of a third party unconnected to us.

It is your responsibility to advise us of your current and correct email or other electronic address, including that address to which you may elect to have us send communications under these Terms.

If you communicate with us from an email or other address which we do not recognise, we will not act on any instruction contained in it. We also reserve the right to cease or temporarily suspend Electronic Communications and begin communication with you by post or by telephone if, in our reasonable opinion, we consider that it is prudent or necessary (for example, to ensure information security, to comply with the Rules or if we receive an automatically generated message indicating that our Electronic Communication transmitted to you has failed to reach its intended recipient).

Instructions given to us by Electronic Communications are effective when we receive them. You cannot assume that we have received any Electronic Communication until we have confirmed to you that we have received it by either expressly confirming receipt or by acting upon it.

Privacy

As a result of the operation of our Website or your use of our Website or in connection with the Services provided by WCIM, we may obtain certain information about you. This privacy policy sets out the principles governing our processing and use of that information.

By your access and use of this Website and, if we ask you to register to use any Services, by your registration, you agree to our processing and use of that information in accordance with the principles set out in this Privacy Policy. Words and phrases defined in these Terms have the same meanings in this Privacy Policy.

We respect your privacy and will not sell or make available information about you to persons outside WCG, except to the limited extent specified in this Privacy Policy or with your express consent.

We may use cookies to store information such as your user ID and sessions identifiers to enable us to identify whether you are registering onto this Website and, if so, to shortcut your access to this Website. We will only read cookies from your cookie file placed there through your web-browser's interaction with this Website.

If you register to use restricted parts of our Website we may ask you to provide certain information such as your contact details and demographic information. We will store this information and will use it to contact you, to inform you of, offer or provide you with Services and otherwise in connection with our use and improvement of this Website.

We may pass information we obtain about you to third parties:

- to enable you to gain access to restricted parts of this Website or any other Website
- to enable us to provide or for you to receive and/or pay for a Service
- to enable you to receive information you have requested to be sent to you in order to fulfil a request you may have made.

Our Website may link to other Websites. We are not responsible for the data policies or procedures of any other person or for the content of any other Website. You should appraise yourself of the privacy policy and procedures applicable to such other Websites and of the persons operating and controlling such other Websites.

Whilst we do take reasonable steps to keep information about you secure when in our possession we cannot guarantee the security of any information you disclose online. You accept the inherent security implications of providing information over the Internet and will not hold us responsible for any breach of security or disclosure of your information unless we have been negligent.

TAX

You have sole responsibility for the management of your tax and legal affairs, including all applicable tax filings and payments and for complying with all applicable laws and regulations. We have not and will not provide you with tax or legal advice and we recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances.

COMPLAINTS

In the event that you have a complaint, you are requested to contact our Compliance Department at our London office by email at compliance@wcgplc.co.uk or call the WCIM switchboard on 020 3100 8000. Your complaint will be handled in accordance with our internal complaints procedure, a copy of which is available to you upon request. If you are dissatisfied with our response and you are an Eligible Complainant, you have the right to refer your complaint to the independent Financial Ombudsman Service (FOS) free of charge. You can write to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR or they can be contacted at telephone number 0800 023 4567, switchboard 020 7964 1000, or emailed at complaint.info@financial-ombudsman.org.uk. Further information can be found on the Financial Ombudsman Service website at www.financial-ombudsman.org.uk.

EVENTS BEYOND OUR CONTROL

We will not be liable to you for any claim, loss, damage, expense or cost, or be deemed to be in breach of these Terms by reason of any interruption or delay in performing, or any failure to perform, any of our obligations in relation to the services provided to you, if the delay or failure was beyond our reasonable control.

Such circumstances will include, but are not limited to:

- unanticipated dealing volumes
- industrial disputes
- acts or regulations of any governmental or supranational bodies or authorities
- act of God
- threats or acts of terrorism
- fire
- war
- malfunction or delay caused by any public utility, telecommunications or computer service or systems.

JURISDICTION AND OTHER MATTERS

All transactions undertaken by WCIM are subject to the customs, Rules and regulations of the FCA and any successor bodies, the London Stock Exchange (LSE) and any successor bodies and/or, where applicable, the customs, Rules and regulations of the exchange or the market where the transaction is executed.

These Terms shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these Terms and, for these purposes, you irrevocably submit to the jurisdiction of the courts of England.

INDIVIDUAL SAVINGS ACCOUNTS (ISAs) AND JUNIOR ISAs (JISAs)

The following terms apply to the provision of our ISAs and JISAs and are supplementary to the General Terms (together the Terms) as set out in the previous sections, which, together with the ISA Application Form, ISA transfer Form and any other additional documents you are requested to accept, set out the contractual basis on which we provide ISA services to you.

You should read these Terms carefully and contact us in the event that there is anything that you do not understand or do not agree to.

DEFINITIONS

'Additional Permitted Subscription' means an additional subscription which you can apply to make into your ISA account following the death of your spouse or civil partner. The Additional Permitted Subscription will not count towards your current tax year ISA subscription.

'Child Trust Fund' means a child trust fund established in accordance with the Child Trust Fund Regulations 2004, and that was available for children born between 1 September 2002 and 2 January 2011.

'Eligible Child' means the child in whose name the account is opened, who is under the age of 18, was born on or after 3 January 2011 (or does not have a child trust fund account), and is resident in the UK (or is a UK Crown servant, married to a Crown servant, or a dependent of a Crown Servant). An Eligible Child cannot have more than one cash Junior ISA and one Stocks and Shares Junior ISA at any one time.

'HMRC' means Her Majesty's Revenue & Customs.

'ISA' means an Individual Savings Account.

'ISA Application Form' means the written agreement between us which requires your signature. In such cases, these Terms form part of our agreement with you.

'ISA Manager' means Walker Crips Investment Management Limited

'ISA Regulations' means Individual Savings Account Regulations 1998, as amended or replaced from time to time and any applicable regulations and statutes.

'JISA' means a Stocks & Shares Junior Individual Savings Account, as defined and governed by the ISA Regulations

'Recognised Investment Exchange' means an investment exchange recognised by the FCA under Part XVIII FSMA

'Registered Contact' means the only person who can give instructions to us in relation to the JISA, being the person with parental responsibility for the Eligible Child and who has completed and signed the JISA Application.

'Stocks and Shares ISA' means a Stocks and Shares Individual Savings Account, as defined and governed by the ISA Regulations.

ISAs

WCIM is approved by HMRC as an ISA Manager and will manage your Stocks and Shares ISA in accordance with the ISA Regulations.

You may subscribe to an ISA for any tax year for which you are aged 18 or over and resident in the UK for tax purposes or where you perform duties as a Crown servant outside the UK which are treated as being performed in the UK, or are the spouse or civil partner of such a person.

You agree to promptly notify us of any change in address or in UK taxation status, which may render you ineligible to subscribe further to your ISA. You agree to notify us immediately if you cease to be a UK resident for tax purposes, or if being a non-resident you cease to qualify as a Crown servant, or spouse or civil partner of such a person.

In order to open a Stocks and Shares ISA you must submit to us a properly completed and signed ISA Application and, where you are subscribing to a new ISA, cleared subscription funds not exceeding the subscription limit for the tax year in respect of which your application is made. We reserve the right to refuse an application for a WCIM Stocks and Shares ISA, or accept a transfer in, without stating any reason.

An ISA account will be opened in your name only. You cannot apply for an ISA in joint names.

Unless we receive your clear instruction to the contrary, your ISA will be administered in accordance with your Service Level - Discretionary, Advisory Managed, Advisory Dealing or Execution Only - as set out in the General Terms.

We will invest your money in accordance with the Rules of a Recognised Investment Exchange, as defined in HMRC Rules. We will exercise the duties and powers conferred on us by the ISA Regulations, which include claims for repayment of, or credit against, tax in respect of your ISA account, as well as providing account management services. We may apply any cash and realise investments in paying any charges, reimbursing expenses and paying any tax relating to your ISA account.

When placing an order to buy or sell investments in your ISA account, you must settle the trade through cash or investments held in your ISA account and all investments bought using cash held in your ISA account must be settled to your ISA account.

If there is any inconsistency or conflict between these Terms and the ISA Regulations, the ISA Regulations shall prevail.

SUBSCRIPTIONS

Subscriptions to your ISA may be made at any time, subject to the maximum annual subscription permitted by HMRC. Funds received in subscription to an ISA must be in your own name. Each tax years' subscription will be merged and consolidated as one ISA.

We reserve the right to refuse any application to subscribe to a ISA without giving a reason.

FLEXIBLE ISAs

WCIM does not operate a 'Flexible ISA'. You should be aware that, when a partial withdrawal from your ISA is made, the funds, once removed from the account, may not be returned at a future date. This does not impact on a fresh injection of permitted subscription allowance for the current tax year.

CUSTODY OF ASSETS AND CLIENT MONEY

Investments are held in pooled accounts with other client ISA investments, registered predominately in the name of our nominee company, W.B. Nominees Limited, or the nominee name of a third-party custodian, or as otherwise described in our Standard Terms of Business under the section Client Assets. You will remain, at all times, the beneficial owner of the investments within the ISA. ISA investments will be separately designated from non-ISA investments, on our internal records.

Cash received in your ISA, including subscriptions, monies pending investment, any balance of un-invested cash, cash resulting from the transfer in of an ISA, income payments, dividends, tax repayment or proceeds of sale, will be held separately from WCIM's own money in a designated client money account held by WCIM in accordance with the Client Money Rules. Pooled ISA monies held on behalf of ISA clients will be separately designated from non-ISA monies.

RIGHTS ISSUES, TAKEOVERS, ETC

The General Terms governing the exercise of rights attaching to your investments will, except to the extent they conflict, or are inconsistent with, these supplementary terms, apply to investments held within your ISA account. However, all payments due in respect of any such rights must be settled from your ISA account.

ADDITIONAL PERMITTED SUBSCRIPTIONS

On the death of an ISA holder (held either with us or another ISA Manager), a surviving spouse or civil partner of a deceased ISA holder may make a one-off additional subscription (in addition to the annual subscription limit for that tax year). This is known as the Additional Permitted Subscription (APS).

An APS will be equal to the market value of the investment at the date of death of the account holder.

To transfer an APS allowance to us the spouse or civil partner must complete an APS Transfer Authority form.

To transfer an APS allowance to another ISA manager, the spouse or civil partner must contact the new ISA manager.

Transfers should normally complete within 30 days of receipt of your instructions, subject to payment in full of all outstanding fees and charges. However, it may take longer to complete a transfer where there are factors outside our control.

ISA TRANSFERS

To WCIM

You may apply to transfer all of your current year ISA, and/or all or part of your previous years' ISAs to us in accordance with the ISA Regulations by completing an ISA Transfer Authority Form. You may transfer in cash and/or securities.

Transfers to us must be from an ISA registered in your name.

We reserve the right in our sole discretion to reject any request for a transfer to us of any existing ISA.

You will pay any charges that your current ISA manager makes in relation to the transfers and/or encashment.

From WCIM

You may, by giving notice to us in writing, transfer all or part of your ISA, with all rights and obligations of the parties to it, to another ISA manager.

Except where we reasonably believe that compliance with your instruction may be impractical or may cause a contravention of the ISA Regulations or any other law or regulation, we will comply with your instructions and we will transfer your ISA investments normally within 30 days from receipt of your instructions, subject to payment in full of all outstanding fees and charges. However, it may take longer to complete a transfer where there are factors outside our control.

Once the transfer of your investments has been initiated we will not be able to execute your orders and will not be liable for any loss of income or capital growth during the transfer period.

Dividends, interest or other income received following a transfer out will be accumulated and sent to your new ISA manager unless you instruct us otherwise.

WITHDRAWALS AND CLOSURE

You may withdraw all or part of your ISA investments or cash at your discretion, subject to applicable charges as outlined in the prevailing tariff sheet.

Before we process a withdrawal from your ISA account, we will be entitled to deduct (and to the extent of any shortfall, any other account within your portfolio with us) an amount necessary to discharge any obligations or liabilities incurred in connection with your ISA account which may be due from you to any person, including us and HMRC.

You may not withdraw cash from your ISA account to the extent that it may become payable in respect of buy orders already placed which have not yet settled.

If you withdraw any amount or investment from your ISA account, or close your ISA account, you will lose the relief from tax available on the amount or investment withdrawn from the date of withdrawal or closure.

You may close your ISA account at any time by providing us with appropriate instructions. However, we may continue to debit or credit your account with the amount of any withdrawal or transfer previously instructed which was not debited or credited prior to its closure.

Subject to the ISA Regulation, we may close your account at our discretion at any time by giving you 30 days' notice, unless there are circumstances which justify us in closing the account on earlier notice.

Your account will close if we cease to act as an ISA Manager. We will give you reasonable written notice if we decide to do this, to include notification of alternative ISA managers. You may instruct us to withdraw your assets or to transfer your assets to your elected alternative ISA manager.

Closing your ISA account does not affect any transaction initiated before the closure began. These Terms will continue to apply until we complete all outstanding transactions or meet all liabilities.

VOIDING AN ISA

We will notify you if your ISA becomes void and will no longer benefit from the tax advantages that apply to ISAs because the provisions of the ISA Regulations have not been met. If you become aware that there is a breach of the ISA Regulations for any reason, you must notify us and HMRC immediately.

In the event that your ISA becomes void, we will notify HMRC. We may, without your prior authorisation, dispose of any investments held within your ISA on instruction from HMRC.

You will be responsible for paying to us the full amount of any claims, liabilities, taxes, losses, expense or costs of any kind whatsoever which we may bear, incur or have made against us as a result of or in connection with your ISA being voided under the relevant ISA Regulations.

We reserve the right to impose a charge for the work involved in voiding an ISA, unless the ISA has become void by reason of our negligence or failure to carry out our obligations in accordance with these Terms.

DEATH

In the event of your death, your ISA account will, with immediate effect, cease to benefit from any tax advantages. No further subscriptions can be made into the ISA.

With the exception of Discretionary clients, your account will be suspended until such time as the title of your Personal representatives to the account has been satisfactorily established.

Upon receipt of a certified copy of the grant of probate, we will act on any instructions provided to us by your Personal representatives and continue to deal with your account in accordance with these Terms.

We shall be entitled to deduct all amounts owing to us in respect of outstanding transactions, accrued fees and expenses, and sums owing under the ISA Regulations or HMRC rules and we shall be allowed to sell any investments in the account to raise any amount owing.

JISAs

References in the supplementary terms applicable to ISAs above shall be read as applying equally to a JISA. If there is any inconsistency or conflict between the following JISA terms and the supplementary ISA terms as set out above, the JISA terms shall prevail.

An application to subscribe to a JISA may be made by a Registered Contact on behalf of an Eligible Child who is under 18, and is resident in the UK, a dependent of a non-resident Crown servant, married or in a civil partnership with a Crown servant.

The Registered Contact agrees to notify us promptly of any change in address or in UK taxation status which may render the Eligible Child ineligible to subscribe further to the JISA account.

An Eligible Child may hold one JISA account only. A JISA account will be opened in the Eligible Child's name only. Joint accounts will not be accepted. The account will belong to the Eligible Child beneficially.

To open a JISA, a Registered Contact must submit to us a properly completed and signed JISA Application and cleared subscription funds not exceeding the subscription limit for the tax year in respect of which the application is made. We

reserve the right to refuse an application for a WCIM JISA without stating any reason.

The JISA will be managed in accordance with the Registered Contact's chosen Service Level - Discretionary, Advisory Managed, Advisory Dealing or Execution Only - as set out in the General Terms.

Funds deposited by the Registered Contact for the benefit of the Eligible Child will be invested in accordance with the Rules of a Recognised Investment Exchange, as defined in HMRC Rules. We will exercise the duties and powers conferred on us by the ISA Regulations, which include claims for repayment of, or credit against, tax in respect of the JISA account, as well as providing account management services. We may apply any cash and realise investments in paying any charges, reimbursing expenses and paying any tax relating to the JISA account.

SUBSCRIPTIONS

Subscriptions to the JISA may be made at any time, subject to the maximum annual subscription permitted by HMRC. Each years' subscription will be merged and consolidated as one JISA.

We reserve the right to refuse any application to subscribe to a JISA without giving a reason.

AUTHORITY OVER THE JISA

Once the Eligible Child reaches 18 years old, the Eligible Child will be required to complete a WCIM ISA Application, to include notification of their National Insurance Number, to transfer the JISA account to a WCIM ISA under the direct control of the Eligible Child. Where an application is not received from an Eligible Child, the JISA investments will continue to benefit from the tax advantages of an ISA, but further subscriptions to the ISA cannot be accepted until an application, including the National Insurance Number, is accepted by us.

Until the Eligible Child takes control of the account, we will take instructions from the Registered Contact, who will control the investments and be responsible for ensuring it is appropriate.

Any dividends, distributions or interest arising from investments within the JISA will be paid into the JISA and cannot be withdrawn until the Eligible Child reaches 18 years old.

REGISTERED CONTACT OBLIGATIONS

The Registered Contact agrees to:

- inform us as soon as possible if he/she ceases to have parental responsibility for the Eligible Child;
- promptly provide us with any information that we reasonably request in order to provide the service in line with regulatory requirements;
- inform us as soon as possible of any change in contact details;
- inform us as soon as possible of any material change to the information provided to us to the extent that it may affect the service we provide.

JISA TRANSFERS

To WCIM

The Registered Contact may apply to transfer an existing JISA to us in accordance with the ISA Regulations by completing an JISA Transfer Authority Form. You may transfer in cash and/or securities.

Transfers to us must be from an JISA registered in the name of the Eligible Child.

We reserve the right in our sole discretion to reject any request for a transfer to us of any existing JISA.

The Registered Contact undertakes to pay any charges that the current ISA manager makes in relation to the transfer of the JISA investments.

From WCIM

The Registered Contact may, by giving us notice, transfer all of the JISA, with all rights and obligations of the parties to it, to another ISA manager. Partial transfers of a JISA are not permitted.

We will transfer the JISA investments normally within 30 days from receipt of your instructions, subject to payment in full of all outstanding fees and charges. However, it may take longer to complete a transfer where there are factors outside our control.

Once the transfer of the JISA investments has been initiated we will not be able to execute any orders and will not be liable for any loss of income or capital growth during the transfer period.

Dividends, interest or other income received following a transfer out will be accumulated and sent to the new ISA manager.

CHILD TRUST FUND (CTF) TRANSFERS TO A JISA

Where we receive a valid instruction to transfer an existing CTF to us and we have accepted an application from a Registered Contact to open a JISA in respect of that Eligible Child, we shall communicate with the existing trust fund manager to transfer the CTF and convert it into a JISA.

An instruction will be considered valid where we are satisfied that the instruction concerns the same Eligible Child and Registered Contact and relates to the entire CTF.

In transferring investments from the CTF, we will re-register them in the name of our nominee company, W.B. Nominees Limited.

Once the JISA is opened and the transfer from the CTF provider has been completed, the JISA will be operated in accordance with these Terms.

WITHDRAWALS AND CLOSURE

Once monies have been subscribed to a JISA, it is not possible to withdraw these funds, with the exception of withdrawal for the purpose of settling our charges and other incidental expenses, or upon your notification to us of the death or terminal illness of the Eligible Child. The Eligible Child has exclusive entitlement and access to these monies upon reaching 18 years of age.

A JISA may not be terminated until the Eligible Child reaches the age of 18 years, or upon death or terminal illness of the Eligible Child. However, the JISA may be transferred at any time to a new ISA manager upon the request of the Registered Contact.

The JISA will close if we cease to act as an ISA Manager. We will give you reasonable written notice if we decide to do this, to include notification of alternative ISA managers. You may instruct us to withdraw your assets or to transfer your assets to your elected alternative ISA manager.

VOIDING A JISA

Where we receive a valid instruction to transfer an existing CTF to us and we have accepted an application from a Registered Contact to open a JISA in respect of that Eligible Child, we shall communicate with the existing trust fund manager to transfer the CTF and convert it into a JISA.

We will notify the Registered Contact if the JISA becomes void and will no longer benefit from the tax advantages that apply to JISAs because the provisions of the ISA Regulations have not been met, e.g. due to an invalid subscription having been made. If you become aware that there is a breach of the ISA Regulations for any reason, you must notify us and HMRC immediately

In the event that a JISA becomes void, we will notify HMRC. We may, without your prior authorisation, dispose of any investments held within the JISA on instruction from HMRC.

The Registered Contact will be responsible for paying to us the full amount of any claims, liabilities, taxes, losses, expense or costs of any kind whatsoever which we may bear, incur or have made against us as a result of or in connection with the JISA being voided under the relevant ISA Regulations.

We reserve the right to impose a charge for the work involved in voiding a JISA, unless the JISA has become void by reason of our negligence or failure to carry out our obligations in accordance with these Terms.

DEATH

Should the Eligible Child die, the account will, with immediate effect, cease to benefit from any tax advantages. No further subscriptions can be made into the JISA.

With the exception of Discretionary clients, the account will be suspended until such time as the title of the Eligible Child's Personal representatives to the account has been satisfactorily established.

Upon receipt of a certified copy of the grant of probate, we will act on any instructions provided to us by the Eligible Child's Personal representatives and continue to deal with the account in accordance with these Terms.

We shall be entitled to deduct all amounts owing to us in respect of outstanding transactions, accrued fees and expenses, and sums owing under the ISA Regulations or HMRC Rules and we shall be allowed to sell any investments in the account to raise any amount owing.

PRODUCT DESCRIPTIONS & RISK WARNING DISCLOSURE

These notices are supplementary to the Terms of Service and Business (the Terms). They may be amended or supplemented by additional risk disclosures from time to time. Defined terms used in this document shall have the same meaning as in the Terms unless the contrary intention appears.

These notices contain information about the types of investments, including guidance on and warnings of the risks associated with those investments. They are provided to assist you in understanding the nature and risks of the specific types of investment being offered and, consequently, to be in a position to take investment decisions on an informed basis.

However, these notices cannot disclose all the risks of investing. You should not deal in products unless you understand their nature and the extent of your exposure to risk and potential loss. Except where we have expressly agreed to provide you with advice, either upon your request or at our initiative, in respect of one or more transactions relating to Financial Instruments, you should also be satisfied that the investment is appropriate and suitable for you in the light of your circumstances and financial position.

You should have regard for your own particular experience, objectives, financial circumstances, capacity for loss and other relevant factors in entering into any investment. Some of these products are unsuitable for many investors.

Different instruments involve different levels of exposure to risk. In deciding whether to trade in such Designated Investments, you should be aware of the following points.

SHARES (OR EQUITIES)

A share is an instrument representing a shareholder's rights in a company. One share represents a fraction of a company's share capital. Dividend payments and an increase in the value of the security are both possible, although not guaranteed. The shareholder has financial and ownership rights which are determined by law and the issuing company's articles of association. The following are different types of shares:

- (i) **Ordinary shares:** issued by limited liability companies as the primary means of raising capital. Ordinary shares carry a right to vote on certain issues at general meetings of the company. There is no guaranteed return on an investment in ordinary shares and, in liquidation of the company, ordinary shareholders are amongst the last who have the right to repayment of their capital and any surplus funds of the company, which could lead to a loss of a substantial proportion, or all, of the original investment.
- (ii) **Preference shares:** give shareholders the right to a fixed dividend, the calculation of which is not based on the success of the company. These types of share are therefore considered a less risky form of investment than ordinary share. Preference shares do not usually give shareholders the right vote at general meetings of the company but, in liquidation of the company, preference shareholders will have a greater preference to any surplus funds of the company than ordinary shareholders.

- (iii) **'Penny shares':** there is an extra risk of losing money when buying shares in some smaller companies, including penny shares. It is likely that there will be a big difference between the buying price and the selling price of penny shares. The price may change quickly and go down as well as up and, if you need to sell them quickly, you may get back much less than you paid for them.
- (iv) **Depository receipts:** receipts representing ownership of shares of a foreign-based company. They are designed for US and European securities markets as alternatives to buying underlying shares in their corresponding national markets or currencies and are typically issued by a bank. The risks involved therefore relate both to the underlying share and to the bank issuing the Receipt.

Dealing in shares may involve risks including but not limited to the following:

- (i) **Company risk:** a share purchaser becomes a co-owner of the company. He or she therefore participates in its development as well as in chances for profits and losses, which makes it difficult to forecast the precise yield on such an investment. An extreme case would be the company's bankruptcy resulting in the likely total loss of sums invested.
- (ii) **Price risk:** share prices may undergo unforeseeable price fluctuations over time causing risks of loss. Price increases and decreases in the short-, medium- and long-term alternate without it being possible to determine the duration of those cycles. General market risk must be distinguished from the specific risk attached to the company itself. Both risks, jointly or in aggregate, influence share prices.
- (iii) **Dividend risk:** the dividend per share mainly depends on the issuing company's earnings and on its dividend policy. In case of low profits or losses, dividend payments may be reduced or not made at all.

COLLECTIVE INVESTMENT PRODUCTS

Collective investment products include investment trusts, unit trusts, open ended investment companies (OEICs), real estate investment trusts (REITs) and exchange traded funds (ETFs) which are deemed to be qualifying under the Undertakings for Collective Investment in Transferable Securities (UCITS), these are all investment vehicles that invest their assets in the securities of other issuers, or in cash, in accordance with their own internal rules. Collective investment products allow you to spread risk by diversifying your investment across of range of companies.

Investment Trusts, REITs and ETFs are listed companies with their shares traded on the London Stock Exchange (LSE). Unit Trusts and OEICs are not traded on a stock exchange but are traded through the manager of the product.

Investment Trusts and REITs may trade at a discount or premium to the cumulative value of their underlying investments, depending on the demand for their shares. Unit Trusts and OEICs are usually priced daily using a set formula based on their net assets minus charges. As with individual equities, the value of your investment can go down as well as up and you might not get back the original amount you invested. Any income you receive from your investment in a

collective investment products may vary with the dividends or interest paid by the underlying investments and so could fall as well as rise.

Collective investment products that focus in a country, sector or market index may display greater volatility than the wider market and so should be considered as higher risk than more widely invested collective investment products.

BONDS AND GILTS

Bonds are negotiable debt instruments issued by a company or a government body to creditors and whose par value at issuance represents a fraction of the total amount of the debt. The maturity date of the debt as well as the terms and conditions of repayment are determined in advance. Unless otherwise stipulated, the bond is repaid either at the maturity date or by means of annual payments, or at different rates determined by drawing lots. The interest payments on bonds may be either (i) fixed for the entire duration; or (ii) variable and often linked to reference rates (e.g. LIBOR). The purchaser of a bond (the creditor) has a claim against the issuer (the debtor).

Dealing in bonds may involve risks including but not limited to the following:

- (i) **Insolvency risk:** the issuer may become temporarily or permanently insolvent, resulting in its inability to repay the interest or redeem the bond. The solvency of an issuer may change due to one or more of a range of factors including the financial prospects of the issuing company, the issuer's economic sector and/or the political and economic status of the countries where it and/or its business are located. The deterioration of the issuer's solvency will influence the price of the securities that it issues.
- (ii) **Interest rate risk:** uncertainty concerning interest rate movements means that purchasers of fixed-rate securities carry the risk of a fall in the prices of the securities if interest rates rise. The longer the maturity of the bond and the lower the interest rate, the higher a bond's sensitivity to a rise in the market rates.
- (iii) **Credit risk:** the value of a bond will fall in the event of a default or reduced credit rating of the issuer. Generally, the higher the relative rate of interest (that is, relative to the interest rate on a risk-free security of similar maturity and interest rate structure), the higher the perceived credit risk of the issuer.
- (iv) **Early redemption risk:** the issuer of a bond may include a provision allowing early redemption of the bond if market interest rates fall. Such early redemption may result in a change to the expected yield.
- (v) **Risks specific to bonds redeemable by drawing:** bonds redeemable by drawing have a maturity that is difficult to determine, so unexpected changes in the yield on these bonds may occur.
- (vi) **Risks specific to certain types of bond:** additional risks may be associated with certain types of bond, for example floating rate notes, reverse floating rate notes, zero coupon bonds, foreign currency bonds, convertible bonds, reverse convertible notes, indexed bonds, subordinated bonds, collateralised bond obligations and asset backed securities. For

such bonds, you are advised to make enquiries about the risks referred to in the issuance prospectus and not to purchase such securities before being certain that all risks are fully understood. In the case of subordinated bonds, you are advised to enquire about the ranking of the debenture compared to the issuer's other debentures. If the issuer becomes bankrupt, those bonds will only be redeemed after repayment of all higher ranked creditors and as such there is a risk that you will not be reimbursed. In the case of reverse convertible notes, there is a risk that you will not be entirely reimbursed, but will receive only an amount equivalent to the underlying securities at maturity.

WARRANTS

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities.

Warrants often involve a high degree of gearing so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can, therefore, be volatile.

It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined timescale then the investment becomes worthless.

You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.

Some other instruments are also called warrants but are actually options (for example, a right to acquire securities which is exercisable against someone other than the original issuer of the securities, often called a "covered warrant").

OFF-EXCHANGE WARRANT TRANSACTIONS

An off-exchange warrant transaction involves the trading of warrants that are not listed on any exchange. These over-the-counter transactions may occur electronically or over the telephone. Transactions in off-exchange warrants may involve greater risk than dealing in exchange traded warrants because there is no exchange market through which to liquidate the position, to assess the value of the warrant or the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and consequently, it may be difficult to establish a fair price.

DERIVATIVES

Derivatives are Financial Instruments whose characteristics and value depend upon the characteristics and value of an underlying asset (typically a commodity, bond, equity, currency) or index (e.g. interest rate or foreign currency). There are many different types of derivatives, such as futures and options, which are considered below. The objective of investors in derivatives varies and can sometimes be used to manage the risk associated with the underlying security, to protect against fluctuations in value or, to profit from periods of inactivity or decline.

These instruments often involve a high degree of gearing or leverage, so that a relatively small movement in the price of the underlying investment results in a much larger movement, unfavourable or favourable, in the price of the instrument. The price of these instruments can therefore be volatile.

These instruments have a limited life, and may (unless there is some form of guaranteed return to the amount that you are investing in the product) expire worthless if the underlying instrument does not perform as expected.

These instruments can be complicated and risky. You should only buy these products if you are prepared to sustain a total or substantial loss of the money that you have invested plus any commission or other transaction charges.

You should consider carefully whether or not these products are suitable for you in light of your circumstances and financial position and, if in any doubt, please seek professional advice.

FUTURES

Futures transactions involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. They carry a high degree of risk. The gearing or leverage often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the price of the underlying asset can lead to a proportionately much larger movement in the value of the investment, and this can work for or against an investor. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements, which are set out below.

OPTIONS

An option provides the buyer (also known as the holder) with the right, but not the obligation, to buy or sell a security, at a set price (the exercise price) at any time up until the expiry date. The party selling an option (also known as the writer) receives the option premium, paid by the buyer. The writer keeps this premium regardless of whether the option is exercised. If the option is a Put, the writer is potentially a buyer of the underlying stock. If the option is a Call, the writer is potentially a seller (at the option of the holder). In equity options the actual stock is either delivered or received. Options on indices, for example the FTSE 100, are cash settled.

If the Call option is exercised by the holder of the option, the writer must supply (ie. sell) the stock at the exercise price, irrespective of the prevailing market price. If the Put option is exercised by the holder of the option, the writer is obliged to buy the holder's stock at the exercise price immediately, irrespective of the prevailing market price. When the writer is exercised against this is known as being 'assigned'. A writer of an option can 'cover' their position by holding the correct

amount of stock in the case of a Call or the correct amount of cash for a Put.

When buying traded options the loss will be limited to the premium paid plus any commission or expenses. When writing (selling to open) options the loss is not limited and these are called contingent liability investment transactions and carry a lot more risk.

If the writer is assigned in a Call option and does not own the stock they will have to buy it in the market to satisfy the trade. This can lead to unlimited losses as the stock could be trading at any price.

When the writer has an uncovered open position, margin may be required as the market moves. You may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit.

COVERED WARRANTS

A covered warrant is a right to acquire securities, which is exercisable against someone other than the original issuer of the securities. As such it should be considered to be similar to an option.

The issuer of the covered warrant is a financial institution that is itself subject to business risk and the failure of that financial institution may render the warrant valueless.

The issuer of the covered warrant establishes both buy and sell prices and this issuer will be the sole market maker in that warrant. It might therefore be difficult for investors to sell their investment.

An investment in covered warrants may not be suitable for all investors and if you have any doubts regarding their suitability, you should seek advice from your professional adviser. You are advised to read the prospectus by which the covered warrants have been listed before making any investment decision.

The price of warrants, and overseas companies, listed on overseas exchanges could be affected, possibly adversely, by changes in foreign exchange rates. Transactions in covered warrants are subject to restrictions for certain countries and dependent on the type of customer.

CONTRACTS FOR DIFFERENCES

A contract for differences (CFD) mirrors the movements of the underlying asset but the underlying assets is never owned.

It is a contract traded on margin between two parties speculating on the movement of an asset price (such as indices, shares, currencies, commodities and bonds). The agreement is to exchange the difference between the value of an asset at the time at which a contract is opened and the time at which it is closed. If the asset price rises, the buyer receives cash from the seller. If the asset price falls, the seller receives cash from the buyer. Potential losses may be larger than your initial margin deposited.

OFF-EXCHANGE TRANSACTIONS

While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently, it may be difficult to establish what a fair price is.

FOREIGN MARKETS & FOREIGN DENOMINATED SECURITIES

Transactions on foreign markets will involve different risks from transactions on the UK markets. In some cases, the risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts and securities will be affected by fluctuations in foreign exchange rates.

Investments in Emerging Markets (the financial markets of developing countries) may be exposed to additional risks, including accelerated inflation, exchange rate fluctuations, adverse repatriation laws and fiscal measures, and macroeconomic and political distress.

CONTINGENT LIABILITY INVESTMENT TRANSACTIONS

Certain types of transaction, such as the purchase or sale of options, futures and contracts for difference, allow you to enter into contracts for future purchases, sales, or settlement of price differences, which could result in a loss of more than the amount of the initial transaction.

In some cases, your risk of loss may be unlimited. We will seek to notify you of the amount of margin which you may be required to provide, to help mitigate the impact of any adverse price movement, and the form in which this is to be provided. You understand that such margin may be taken to meet a loss arising on the position, and may not be recovered. The amount of margin may change from day to day, and in some cases from time to time during the day. If you enter into such transactions you agree that you will provide sufficient margin as required by us within the time and in the form stipulated by us. You further agree that, if you fail to do so, we may, without further notice, take such steps (including closing out all or part of the position) at such time and in such manner as in our absolute discretion we deem appropriate in seeking to mitigate any loss.

LIMITED LIABILITY TRANSACTIONS

Before entering into a limited liability transaction, we will provide you with a written statement confirming that the extent of your loss liability on each transaction will be limited to an amount agreed by you.

Even though the extent of loss will be subject to the agreed limit, you may sustain the loss in a relatively short time. Your loss may be limited, but the risk of sustaining a total loss to the amount agreed may still be substantial.

COLLATERAL

If you deposit collateral as security with us, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral, depending on whether you are trading on a Recognised or Designated Investment Exchange, with the Rules of that exchange (and the associated clearing house) applying, or trading off-exchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. You may be called in to post collateral at short notice and if not able to do so your positions may be liquidated. You will remain liable for any resulting deficit.

Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited, and may have to accept payment in cash.

COMMISSIONS

Before you begin to trade, you should make yourself sufficiently aware and understand the commissions and other charges for which you will be liable (some of which might not be expressed in monetary terms). In the case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

SUSPENSIONS OF TRADING

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 the price rises or falls in one trading session to such an extent that under the Rules of the relevant exchange trading is suspended or restricted. Please note that we do not accept stop loss orders, which, in any event, will not necessarily limit your losses to the intended amounts because market conditions may make it impossible to execute such an order at the stipulated price.

CLEARING HOUSE PROTECTIONS

On many exchanges, the performance of a transaction by us is "guaranteed" by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you and may not protect you if we or another party defaults on our or its obligations to you. On request, we will explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, or normally for off-exchange instruments which are not traded under the Rules of a Recognised or Designated Investment Exchange.

INSOLVENCY

Our insolvency or default, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent.

NON-READILY REALISABLE INVESTMENTS

You may have difficulty in selling non-readily realisable investments at a reasonable price. In some circumstances, it may be difficult to sell them at any price. It can be difficult to determine the current value of such investments. You should not invest in these unless you have thought carefully about whether you can afford it and whether it is right for you.

STRUCTURED PRODUCTS

A structured product is an investment which offers a pre-packaged investment strategy based on derivatives and which delivers a known return for given conditions.

Structured products typically provide investment exposure to an underlying basket of assets or indices (single or several) with returns dependent upon a series of targets being met over the life of the product. Your capital is at risk and may not be returned in full in the event that certain targets are not met. Equally, the terms of the product may mean that the investment closes early or “kicks out”.

Structured products also involve exposure to counterparty risk, i.e. the risk that the issuer of the product may be unable to meet its financial obligation to repay the capital on the termination date of the product. Structured products may include an element of leverage (borrowing to increase the investment returns) in order to achieve high returns which means that small fluctuations in underlying asset values can have a large impact on the value of the product.

You should review the product term sheets and any product literature and carefully consider the risk elements that will affect the value of any investment and in particular the performance hurdles set out in those documents that impinge upon the duration of the product and the return of capital and interest. Their reliance on derivatives means that structured products are high risk investments and you could lose all the money you have invested

Some structured products are not covered by the Financial Services Compensation Scheme or the Financial Ombudsman and you should only consider an investment once you understand the circumstances relevant to the particular product.

GENERIC RISK WARNING DISCLOSURE

GENERAL

The price or value of an investment will depend on fluctuations in the financial markets outside of anyone’s control. Past performance is no indicator of future performance. The nature and extent of investment risks varies between countries and from investment to investment. These investment risks will vary with, amongst other things, the type of investment being made, including how the financial products have been created or their terms drafted, the needs and objectives of particular investors, the manner in which a particular investment is made or offered, sold or traded, the location or domicile of the issuer, the complexity of the transaction and the use of leverage. The generic risk types set out below could have an impact on each type of investment product or service.

LIQUIDITY

The liquidity of an instrument is directly affected by the supply and demand for that instrument and also indirectly by other factors, including market disruptions (for example a disruption on the relevant exchange) or infrastructure issues, such as a lack of sophistication or disruption in the securities settlement process. Under certain trading conditions it may be difficult or impossible to liquidate or acquire a position. This may occur, for example, at times of rapid price movement if the price rises or falls to such an extent that under the rules of the relevant exchange, trading is suspended or restricted.

CREDIT RISK

Credit risk is the risk of loss caused by borrowers, bond obligors, or counterparties failing to fulfil their obligations, or the risk of such parties’ credit quality deteriorating.

MARKET RISK: GENERAL

The price or value of an investment will depend on fluctuations in the financial markets outside our control such as market supply and demand, investor perception and the prices of any underlying or allied investments.

MARKET RISK: OVERSEAS

Any overseas investment or investment with an overseas element will be subject to the risks of overseas markets, which may involve different risks from your home market. In some cases the risks will be greater. The potential for profit or loss from transactions on overseas markets, or from contracts denominated in a currency that is different from your home currency, will be affected by fluctuations in exchange rates.

MARKET RISK: EMERGING MARKETS

Price volatility in emerging markets, in particular, can be extreme. Price discrepancies can be common and unpredictable movements in the market not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and downswings in prices during a very short period of time. Emerging markets generally lack the level of transparency, liquidity, efficiency, market infrastructure, and regulation found in more developed markets. For example, these markets might not have regulations governing manipulation and insider trading or other provisions designed to “level the playing field” with respect to the availability of information and the use or misuse thereof in such markets. They may also be affected by political risk. It may be difficult to employ certain risk and legal uncertainty management practices for emerging markets investments, such as forward currency exchange contracts or derivatives.

CURRENCY RISK

In respect of any foreign exchange transactions and transactions in derivatives and securities that are denominated in a currency other than that in which your account is denominated, a movement in exchange rates may have a favourable or an unfavourable effect on the gain or loss achieved on such transactions.

INTEREST RATE RISK

Interest rates can rise as well as fall. A risk exists with interest rates that the relative value of a security, especially a bond, will worsen due to an interest rate increase. This could impact negatively on other products.

REGULATORY/LEGAL RISK

All investments could be exposed to regulatory or legal risk. Returns on all, and particularly new, investments are at risk from regulatory or legal actions and changes which can, amongst other issues, alter the profit potential of an investment. Legal changes could even have the effect that a previously acceptable investment becomes illegal. Changes to related issues such as tax may also occur and could have a large impact on profitability. Such risk is unpredictable and can depend on numerous political, economic and other factors. For this reason, this risk is greater in emerging markets but does apply everywhere. In emerging markets, there is generally less government supervision and regulation of business and industry practices, stock exchanges and over-the-counter markets. The type of laws and regulations with which investors are familiar in the EEA may not exist in some places, and where they do, may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that an overseas investor would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. An investor may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in overseas courts.

OPERATIONAL RISK

Operational risk, such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can impact on all financial products. Business risk, especially the risk that the business is run incompetently or poorly, could also affect shareholders of, or investors in, such a business. Personnel and organisational changes can severely affect such risks and, in general, operational risk may not be apparent from outside the organisation.