

Terms of Service and Business for Retail and Professional Client

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1. INTRODUCTION

This document sets out the terms on which we agree to provide our services to you. Words in italics are defined in the Glossary.

These Terms of Service and Business for Retail and *Professional clients* ("these Terms"), together with your Application Form, Tariff sheet, Supplementary Charges document and any additional signed documentation as required collectively form our *Client Agreement* and will constitute the legal contract between us and on which we will rely in the course of your relationship with us.

These Terms supersede all previous Terms of Service and Business for Walker Crips Investment Management Ltd.

It is important that you read and understand these Terms. If you have any queries or do not understand anything, please let us know as soon as possible. Our contact details are available on the first page of this document.

If for reasons of disability you would like documents in a different format, please contact us.

2. ABOUT US

Trading names - "Walker Crips Investment Management", "Walker Crips Stockbrokers", "Walker Crips Structured Investments", "Walker Crips Alternative Investments", "Walker Cambria Investment Management", "Investelink" and "Investorlink" are trading names of Walker Crips Investment Management Limited.

Who we are - Walker Crips Investment Management Limited ("WCIM", "we" or "our") undertakes *investment* business including the provision of Discretionary, Advisory Managed and Advisory *investment* management and *Execution Only Services* focused on stock market *investment* and other *financial instruments*.

Our location - 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.

Regulation and authorisation - Walker Crips Investment Management Limited (WCIM) is authorised and regulated by the *Financial Conduct Authority (FCA)* in the conduct of *investment* business. WCIM is entered on the *FCA's* register, 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 12 Endeavour Square, London, E20 1JN, on 0800 111 6768 or

0300 500 8082 from the UK, or +44 207 066 1000 from outside the UK.

Our group - WCIM is a wholly owned subsidiary of Walker Crips Group Plc.

3. OUR CLIENTS

Retail clients - We are required under *FCA rules* to classify our clients. If *investment* services are to be provided to you, we will classify you as a *retail client*. Unless otherwise agreed, you alone will be treated as our client, even when you are acting as an agent for others and have identified your principal to us. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms. Although you have been categorised as a *retail client*, you may not necessarily have access to the Financial Ombudsman Service or be eligible for the Financial Services Compensation Scheme. Further information on eligibility is set out in the section "Regulatory matters" below.

Professional clients - Provided you meet certain criteria specified by the *FCA*, you have the right to request to be treated as a *professional client* for some or all of the services we provide you with, although we are not obliged to agree to your request. A *professional client* should possess the experience, knowledge and expertise to make their own decisions, properly assess the risks that they incur; and inform us of changes to relevant information. If you were to be treated as a *professional client*, there would be a limit to the level of client protections you would be provided compared to if you remain a *retail client*. More information about this option can be provided on request from us.

Third Party Authority / Agents ("agent") - If you have authorised another party to act on your behalf, we will take instructions from them as if you had given them to us. To appoint an agent, you must complete a 'Third Party Authority' form or provide us with a relevant *Power of Attorney* document.

Instructions - We will accept instructions from you or your agent in person, by letter, telephone, fax, email, and other means of *electronic communication*. Please ensure that your contact details are correct at all times. We will try to contact you to confirm any withdrawal instruction received by electronic means in order to validate the instruction and mitigate the risk of fraud; this may create a delay. If we are unable to do so, and where we believe it is valid, we will carry out the instruction.

Conflicting instructions - Where you have appointed one or more parties to act as your agent, there could be a situation where the instructions that we receive from you and your agent(s) conflict and we can therefore not carry them out. We will use our best endeavours to

resolve the situation. If we are unable to do this, we will revert to you as the client to confirm the instruction; this may create a delay.

4. OUR SERVICES

Your Application form will specify the services that we will provide to you. We offer the following main categories of services:

Investment advice - you may elect to receive financial advice from us to assess the *suitability* for *investment*. We assess *suitability* in order that we can act in your best interests. 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, stock market based *investments*, bond markets, collective investment schemes and other similar products. If an *investment* solution is appropriate for you then we will recommend one of Walker Crips' own *investment* services. As a consequence, when we give you advice it will be "Restricted Advice" as defined under the *FCA rules*. 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).

Discretionary investment management - We will manage your portfolio on your behalf, controlling the day-to-day decisions for you with expertise and care to achieve the goals you set us. Our attention is focused on your objectives, taking account of your overall circumstances and appetite for risk, so we can respond to changing events and market shifts as they occur, leaving you to concentrate on your other priorities. We will handle all the paperwork and cash management, and provide you with comprehensive records on a regular basis. You will have nothing to do apart from agreeing your *investment* policy with us from time to time (at least annually), and keeping us informed of any material changes to your circumstances. Our discretionary *investment* management services are available both as a *model* portfolio service or a bespoke service.

- *Model* portfolio service - a *model* portfolio will provide you with a collection of *investments* which are professionally chosen by one of our *investment* managers to create a diversified portfolio. Our *model* portfolios have been developed to suit a range of different *investment* profiles and to help match your portfolio to your attitude to risk and financial objectives. The *investment* manager will periodically select, monitor, review and rebalance the assets within the *model* portfolio.

- Bespoke discretionary *investment* management - a portfolio created just for you to match your personal *investment strategy*, attitude to risk and financial objectives.

Advisory managed investment management - We will manage your *investments* based upon a detailed understanding of your *investment* objectives, appetite for risk and overall financial circumstances. However, you are consulted prior to any changes being made and your approval is final. You retain ultimate control, but know that your *investments* are being expertly monitored.

Advisory dealing investment service - We will provide you with recommendations on individual *investments* as and when you wish to receive that advice, but we will not actively monitor your portfolio. We will consider only the *suitability* of the *investment* in the light of your objectives and requirements at the time of giving the advice. We do not take into account the *suitability* of your portfolio as a whole, nor manage your overall risk exposure, the responsibility for which remains with you. We will not be responsible on a continuing basis for advising on the composition or *suitability* of your portfolio.

Execution only dealing - We will execute your orders on your behalf but we will not provide advice, manage or carry out any reviews of your *investments*. Factual information, such as share prices and market activity, may be given on request. 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 financial instruments*. Under the *FCA rules*, if you wish to deal in '*complex financial instruments*', we are required to carry out an appropriateness test to assess your knowledge and experience of the risks of such instruments, before facilitating your *investment*. 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. When assessing your knowledge and experience we will consider the knowledge and experience disclosed to us in the course of our relationship with you. 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.

Custody services - *investments* purchased on your behalf may be registered in the name of our *nominee company* under our safe custody service. If you are using

one of our *investment* management services, we may insist that you use this service to ensure that we can manage your portfolio effectively. More information about this service is described in the Appendix – Custody of Assets.

Managed deposit service – money held on your behalf for the purpose of *investment* management will be held under the Managed Deposit Service. Money will be held in your Managed Deposit Account, Income Deposit Account and/or ISA Deposit Account as applicable. We will pay interest, or, if applicable, charge interest on money held in these accounts. The currencies which are eligible to receive or charge interest and the associated interest rates are available on request and published on our website (www.wcgplc.co.uk). Interest is applied, or charged, 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, or debited, directly to your Income Deposit or ISA Deposit Account. Interest is paid or debited gross, but this may be subject to change, in line with tax legislation. More information about how we hold client money can be found in the Appendix – Client Money.

5. OUR INVESTMENT PROCESS

Before you invest - Before deciding whether to invest in the stock market you should take into consideration your savings, including pension arrangements, 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, if you invest for a shorter period, 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. 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. 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*. All *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.

Investment advice - For our Discretionary and Advisory Managed *investment* management service, your *Account Executive* will discuss with you your personal

circumstances, *investment* objectives and restrictions and assess your attitude to risk. Based on these discussions your *Account Executive* will propose an *investment* approach with the aim of meeting your objectives but taking a level of risk that is appropriate.

Ongoing investment advice - For our Discretionary and Advisory Managed *investment* management services, each year we will aim to discuss with you changes to your personal circumstances, *investment* objectives and attitude to risk. Based on these discussions we will confirm that your *investment* approach remains suitable or propose an *investment* approach with the aim of meeting your revised *investment* objectives and taking into consideration a level of risk that is appropriate. We will 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. 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.

Investment management - 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.

Restrictions - If you hold an Individual Savings Account (ISA), an *investment* bond or pension it must be held in *investments* permitted under HM Revenue & Customs regulations. There may also be *investment* restrictions applied by pensions and *investment* bond providers. If you have asked us to provide you with *investment* advice or *investment* management, any restrictions which you wish to make on the type of *investments* or the markets on which you wish to transact business, will be set out in writing. Any *investment* restrictions that you request shall not be deemed to be breached by variations in the value or price of an *investment* brought about through market movements. It is not possible for any restrictions to be agreed in relation to our discretionary *investment model* portfolio service.

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), and wish to purchase units in a *regulated collective investment scheme* that is governed by the European *UCITS* regulations within your account, or if we advise you to do so, we will provide you with the key features documents, key investor information documents (KIID), key investor document (KID) or simplified prospectuses prepared by the relevant product provider in accordance with the *rules*. If you are an Advisory Dealing or *Execution Only retail client* and wish to purchase units in a packaged retail *investment* and insurance-based product (PRIIP) we will provide you with a PRIIPs Key Investor Document (KID) before we place the trade on your behalf. If, however, the trade has been instructed by you using a means of distance communication, for example, telephone or email, 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.

6. INFORMATION AND INSTRUCTIONS

Notification of instructions - We will accept instructions from and can provide information to the account holder(s) named on the relevant application form unless you notify us otherwise in writing.

Instructions given to us by post or *electronic communication* are effective when we receive them.

Joint accounts - In relation to any service or services held in joint names, we will accept instructions and information from any one signatory on behalf of all signatories unless you notify us otherwise in writing. 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.

Corporate, trust and charities – The relevant Account Application form sets out from whom we can accept instructions. 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 primary decision maker detailed on the application form. Any communications given by us to any of you will be deemed to have been given to all of you.

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.

7. YOUR INFORMATION OBLIGATIONS

We rely upon the information you provide to us to form the basis of any advice given or *investment* management services provided to you. Information may be provided in the Client Application form and any subsequent updates, including, for Discretionary, Advisory Managed and Advisory Dealing services, our periodic Client *Suitability* Reviews. It is important that the information we hold about you is accurate and remains up-to-date. In relation to the information that you supply to us, you agree:

- that any information you have provided to us is complete and accurate;
- to notify us promptly if there is any material change to the information provided by you (including, but not limited to, providing us with up to date information regarding your circumstances, your *investment* requirements, financial objectives and notifying us if your country of residence or nationality changes, for example, if you marry a citizen of another country and thereby acquire dual nationality);
- to engage with us in completing periodic Client *Suitability* Reviews and Risk Profile Questionnaires to assist us in the management of your portfolio;
- to notify us of any external *investments* that you wish us to consider when managing your portfolio or providing *investment* advice; and
- to provide us with any additional information as we may reasonably request from you from time to time in order to enable us to comply with our legal, regulatory and contractual obligations in connection with the services we provide to you.

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.

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.

8. CLIENT REPORTING

Contract notes - If you are an Advisory Managed, Advisory Dealing or *Execution Only* client, and where we are required to do so, we will issue to you (or your appointed agent) a contract note for each transaction as evidence of the purchase or sale. 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 be sent contract notes unless you elect not to receive them. Instead, you will receive, as part of our quarterly *periodic 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 *periodic report* 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 report* 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 *periodic reporting* period. If you are a *retail client* holding *Leveraged Instruments* (e.g. warrants or leveraged ETFs), you will be notified if such instruments fall by 10% or more from their initial value.

Costs and charges – At least annually, we will set out a detailed summary of all the costs and charges applied to your account and illustrate the effect of those charges on the value of your portfolio. Where applicable, this will include charges levied by Walker Crips for the provision of our services, any charges that you have asked us to pay to another person from your portfolio and the underlying costs of any collective *investments* you may hold within your portfolio.

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, for example, telephone or email, 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.

9. TAX AND LEGAL AFFAIRS

Documentation – After the end of each United Kingdom tax year we will provide a tax report including the consolidated tax certificate, either in paper or electronically, as is required by relevant tax laws. It is your responsibility to identify and obtain all information that you may require to fulfil your legal and tax obligations.

Responsibility – You agree you are responsible for your tax liability and any and all costs arising in relation to transactions entered into by us on your behalf. You are responsible 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 do not provide tax or legal advice and recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances.

Recommendations – We will undertake *investment* transactions that we believe are in your best *investment* interests. This may mean that we will not actively seek to utilise your annual capital gains tax allowance each year or that we may undertake or recommend you undertake a transaction which results in capital gains exceeding the annual capital gains tax allowance, if the allowance is applicable. We will not be responsible for any unforeseen tax consequences of advice given or *discretion* taken unless specified otherwise in writing.

Deductions – You agree that tax may be deducted from payments due to you if it is due to be deducted under any applicable law or practice.

10. OUR CHARGES

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

Collection of charges – We, or the bank(s) or *custodian(s)* appointed by us, may deduct any charges due in relation to services provided by us to you from any of the portfolios which we administer for you.

Annual management charges – annual management charges are calculated on a daily basis. They are applied quarterly in arrears in January, April, July and October, or on termination, and will be debited from assets held on your behalf. Fees will be notified to you in your quarterly valuation.

Termination of services – On termination of our services to you we will deduct any outstanding charges to the date of termination plus any re-registration charges from the cash balance held by us on your behalf. Where all portfolio holdings are to be sold and the cash withdrawn, transaction charges may be levied by external brokers and may include charges applied by third parties for transactions in overseas *securities*. Where stocks are to be transferred to a beneficiary, the portfolio holder or a new manager, we will recover from the portfolio any charges made to us by registrars, *custodians*, agents, or any other third party. In certain circumstances we reserve the right to liquidate some or all of the portfolio's *investments* and transfer the net proceeds.

VAT - VAT will be applied at the prevailing rate where applicable based on our current understanding of legislation.

Insufficient funds - In the event that there are insufficient funds available to meet our charges in one portfolio we will automatically be entitled to take our charges from another portfolio managed or administered by us on your behalf except where that portfolio is held within a trust, pension or *investment* bond. If sufficient funds are not available we will realise funds by selling all or part of a portfolio's *investments*. If we are unable to do this, you will be sent a Remittance Notice which should be settled within 30 days.

Failure to pay – If you fail to pay any amount due to us within one month of its due date, we reserve the right to charge interest at Bank of England Base Rate plus 5 % on any amount owing to us. We shall be entitled to deduct charges due to us from any assets held by us on your behalf, to recover any costs incurred by us in collecting any overdue amount, not to carry out any further work for you and to retain all documents in our possession relating to your affairs until the outstanding amount has been paid in full.

11. POWERS OF ATTORNEY AND DEATH

Legal incapacity - Unfortunately, we cannot continue to act for you if you become legally incapacitated unless you have granted a *Power of Attorney* under which we can continue to act. In the event that you have not granted a *Power of Attorney* we will suspend the active management of your portfolio and it will be administered on an *execution only* basis until such time as an individual has been legally appointed to act on your behalf. We reserve the right to require proof or further details of your legal incapacity. Where a *Power of Attorney* has been granted, we will continue to administer your portfolio in accordance with the Attorney's instructions until such time as the *Power of Attorney* is revoked, or until the time of your death.

Death of a sole account holder - 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 close any open position which carries a future contingent liability, together with any associated stock positions. Any 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. 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*. If we have received a death certificate for you and a copy of your Will 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.

Death of a joint account holder - 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.

Exceptions - Pension portfolios will continue to be actively managed until such time as we receive instructions from the pension trustee.

12. REGULATORY MATTERS

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 permanent address prior to us opening an account for you and reserve the right to request additional information at any time during our relationship with you. 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 or funds 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. We reserve the right to ask for additional information if you request us to remit funds or *securities* to or receive funds or *securities* from persons who are not party to these Terms and your *Client Agreement*.

Legal Entity Identifier (LEI)

Any legal entity, such as a trust, company, charity or SSAS, that uses a regulated exchange to invest in *financial instruments* needs a unique code called a Legal Entity Identifier (LEI). The LEI is a unique 20-character alpha-numeric code used to identify the legal entity when it makes a transaction. We are unable to transact on a regulated exchange on behalf of any legal entity that does not have an LEI. We are required to verify the LEI number of our clients who are legal entities. 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.

Communication

When we have sent you an instruction via electronic mail, posted a message on the website or communicated with you via post, we will consider that the message has been received by you and are not liable for any delay or non-delivery of a communication sent out.

Telephone call and *electronic communications* recording

We will record and retain telephone conversations, including mobile telephone calls, 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 conversations 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.

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 relevant regulation or if we receive an automatically generated message indicating that our *electronic communication* transmitted to you has failed to reach its intended recipient).

Client Agreements

You may be required to sign additional documentation 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 writing. 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. 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.

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@wgcplc.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. The *rules* state that eligible complainants must be one of the following:

- a consumer – a natural person acting for purposes outside their trade, business or profession,
- a "micro enterprise" - a business that employs fewer than 10 persons and has a turnover or annual balance sheet of less than 2 million Euros,
- a charity with an annual income of less than £1m at the time of the complaint,
- a trustee of a trust which has a net asset value of less than £5 million at the time of the complaint, or
- a small business which is an enterprise (not a micro-enterprise) and has an annual turnover of less than £6.5 million, employs less than 50 persons and has a balance sheet of less than £5 million at the time of the complaint.

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.

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 at contact.walkercrips.co.uk/Privacy. 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@wgcplc.co.uk.

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.

Minor non-monetary benefits

We may only provide or accept benefits in kind (non-monetary benefits) in relation to the provision of an investment service that:

- are designed to enhance the quality of our service to you; and
- do not impair our ability to act honestly, fairly and professionally in the best interests of the client.

Below is a summary of the type of non-monetary benefits that we might provide or receive:

- participation in conferences, training events, seminars and meetings on the benefits and features of a specific *financial instrument* or service;
- gifts and hospitality of a reasonable value such as food or drink during an event such as those mentioned above;
- information or documentation relating to a *financial instrument* or service that is generic in nature or personalised to reflect the circumstances of an individual client;
- research or other written material relating to a *new issue* which is available to prospective investors prior to the issue being completed;

- research provided during a trial period to allow us time to evaluate the services of a potential research provider.

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.

Investor protection

In the unlikely event that we or our insurers cannot meet a liability of ours to you, you may be able to claim compensation under the Financial Services Compensation Scheme (FSCS). In general, if you are a private individual you will be eligible to make a claim to the FSCS. If you are a business (in particular a small business) or a charity you may be able to make a claim to the FSCS depending on the type of claim. In respect of *investments*, an eligible investor is currently entitled to claim up to £85,000.

For information about Protection for any client money held by us, please see Appendix – Client Money.

For further information about the FSCS (including amounts covered and eligibility to claim) please contact us or see the FSCS website at fscs.org.uk or telephone the FSCS on 020 7741 4100 or 0800 678 1100.

13. OTHER GENERAL TERMS

Market abuse - You agree that you will not, by deliberate, recklessly or negligently by act or omission engage in market abuse (within the meaning of the Market Abuse Regulation 2016) or require or encourage another person to do so. 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.

Individual provisions - Each provision of these Terms is severable. This means that if for any reason any provision of this document becomes unenforceable due to a change in law for example, this does not affect the validity of all the remaining provisions. In such circumstances, the provision in question and only that provision will be deemed not to be included. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any

extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Enforcement – These Terms are enforceable between you and us and no other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms. You agree that you may not assign, dispose of or grant security over any of your rights and obligations under these Terms without our prior written consent. We will not unreasonably withhold such consent. We may assign or transfer any of our rights or obligations under these Terms or delegate all or any of the functions under these Terms to a third party. We will give you written notice of any assignment. If you object to such assignment, you may terminate these Terms with immediate effect. We shall not make a charge for transferring any *investments* that we hold for you if you terminate under this clause.

Failure to meet your obligations – If we fail, at any time, to insist on strict performance of any of your obligations under the relevant agreement(s) or these Terms or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and relevant agreements, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any *default* will not constitute a waiver of any subsequent *default*. No waiver by us will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Events beyond our control

Under no circumstance whatsoever shall we be responsible or liable for any claim, loss, damage, expense or cost suffered arising in consequence of any breach, failure to perform or delay in performing any of our obligations to you to the extent that such breach, failure, delay or inability results from or relates to any cause beyond our reasonable control. This includes but is not limited to:

- war, terrorism, riot, civil unrest, strike, lockout or other labour action, Acts of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and/or action of any government or governmental agency;
- any breakdown in communications whether between us and you or between us and any exchange or any intermediate broker or other third party with or through whom we are dealing on your behalf or the failure or defective operation of any computer system;

- the absence or inaccuracy of any information provided to us by you or on your behalf by any exchange, information provider or any intermediate broker or other third party with or through whom we are dealing on your behalf;
- unanticipated dealing volumes.

Governing Law - These Terms are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Language - The *Client Agreement* (including these Terms) are in the English language and all communications between us will be in English.

Current version – These Terms supersede and replace any previous negotiations between us and you confirm that you have not relied upon any representation, warranty, undertaking, covenant or statement given by us which are not set out in this document.

Your obligations – By accepting these Terms, you confirm that:

- you or your agent have the full power and authority to enter into and perform your obligations,
- you will provide any documentation that we may require through the duration of this Agreement,
- you are not insolvent or bankrupt or subject to any insolvency proceedings,
- entering into these Terms does not contravene, conflict or result in a *default* under any Law or other recognised governing factor which affect you and/or your assets or any person whom you are acting on behalf of,
- you will not use the service or any aspect of its offering in a way which is unlawful, libelous, obscene or threatening and
- all assets held by us on your behalf are free from all liens and charges by any third party.

14. COMMENCEMENT, VARIATION & TERMINATION

Commencement of business is upon confirmation of receipt and approval of your *Client Agreement*.

Variation of these Terms

We may change our arrangements with you at any time for a valid reason, such as:

- to respond proportionately to changes in Law (including decisions of the Financial Ombudsman Service);
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which raise standards of consumer protection;
- to respond appropriately to changes in the Bank of England Base Rate or other specified market rates, indices or tax rates;
- to proportionately reflect other legitimate cost increases or reductions associated with providing the particular product or service.

Terms, policies, and agreements may include (but are not limited to) these Terms and the *Client Agreement*. We will notify you of any proposed changes in writing or by *electronic communication*. We will endeavour to give you reasonable notice of any such changes and we give you 28 days prior notice of changes to our charges becoming effective. If as a result of changes you wish to terminate your *Client Agreement* with us, you may do so in accordance with these Terms.

Your rights to terminate – You may terminate your agreement with us with immediate effect at any time by giving us written notice. You will be liable for any charges due on any *investment* service you may have with us and/or in relation to any advice given or any

work carried out at your instruction in preparation for that advice. Wherever possible, the termination of the agreement will be without prejudice to the completion of transactions already initiated but there may be circumstances when the completion of transactions may not be possible. All instructions to buy or sell *investments*, which are pending at the time of receipt of such notice, will be binding. On fulfilment of your obligations to us, we will either transfer your *investments* to you or sell your holdings and remit the proceeds to the bank account details held on your portfolio or as otherwise instructed by you.

Our rights to terminate – We may terminate the agreement between us by giving you not less than 28 days' notice in writing 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 2 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 28 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).

APPENDIX - 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 an 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.

Protection

In the unlikely event that we or our insurers cannot meet a liability of ours to you, you may be able to claim compensation under the Financial Services Compensation Scheme (FSCS). In general, if you are a private individual you will be eligible to make a claim to the FSCS. If you are a business (in particular a small business) you may be able to make a claim to the FSCS. In respect of deposits, an eligible investor is currently entitled to claim up to £85,000. This compensation limit can be claimed by each depositor for the total amount of their deposits with an organisation so the amount you receive will also depend on whether you have any personal deposits with the same organisation. For further information about the FSCS (including amounts covered and eligibility to claim) please contact us or see the FSCS website at fscs.org.uk or telephone the FSCS on 020 7741 4100 or 0800 678 1100.

APPENDIX - CUSTODY OF ASSETS

Introduction

Other than when using our *model* portfolio services, you can choose to hold your *investments* either in our nominee account or by holding certificates. Information about both services is provided below. When using our *model* portfolio service, we require that assets to be held in our nominee account.

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.

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. If you are an Execution Only or Advisory client, you are able to give voting instructions via our voting service available on our Client Portal. Please contact

client.services@wcgplc.co.uk if you require access to our Client Portal.

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

Share Certificates

Where we have permitted you to use our services to trade shares and to receive share certificates registered in your own name, or where we have permitted you to use our custody service under which we retain your paper certificates in our safe held to your order, you can find details of the charges for this service on our Recommended Standard Tariff sheet.

Settlement

The standard UK *settlement* for most purchases and sales is 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.

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) and you will at all times remain the beneficial owner. *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 are 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 and appointing suitable *custodians* and will monitor and review their performance 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.

We are also able to offer a non pooled designated account facility where your stock can be held separately to all our other clients. The cost of this service is £2,000 per annum per designation.

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. Where your security is held outside of the UK and we are using a third party agent, please note our instructions are made on a best endeavours basis.

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.

Major Shareholding 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.

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.

We reserve the right to refuse an order or to execute a trade if we consider any party to not be in possession of a valid stock (good delivery).

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*. Clients 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. **Walker Crips does not permit roll-over transactions.** We reserve the right to cancel any trade/s 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:

- Charge interest on unsettled balances at 5% over Bank of England Base Rate subject to a minimum late *settlement* levy as stated in the relevant Tariff sheet;
- 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;
- 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.

APPENDIX - ORDER EXECUTION POLICY (OEP)

We are required under *FCA rules* to take all sufficient steps to ensure the best possible results when we execute orders or receive and transmit orders to a third party for execution on your behalf and also to provide you with a copy of the policy we adopt to achieve that objective. 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.

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.

Consents

Order execution policy - 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*, *multilateral trading facility (MTF)* or *organised trading facility (OTF)* (i.e. where we deal off-exchange), we are required 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 - we are required to make public your unexecuted *Limit Orders* 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.

APPENDIX - 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.

We may use the Website to provide information to you, for example, contract notes and *periodic reports*. When we do this, we will send you an email to let you know when the information is available for you to view. It is important therefore that you tell us when your email address changes.

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 we may publish market commentary on our 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.

Cookies

We use cookies and similar technology on our website to collect information from those who visit it. Cookies are small, usually randomly encoded, text files that help your browser navigate through our website. The cookie file is generated by our Website when you access it and is accepted and processed by your computer's browser software. The cookie file is stored in your browser's folder or subfolder.

Cookies enable us to collate statistical data about how you use our Website, including facts relating to the frequency of visits, IP addresses, the average length of visits and which pages are viewed during a visit, authentication details, acceptance or rejection of website terms, periods of inactivity and other similar information.

We use this cookie information for a number of purposes which include making improvements to the website content and performance; estimating our audience size and usage pattern; helping to speed up your searches; assisting the log in and authentication process when you log on and recognising you when you return.

Information held in cookies set by us is kept to a minimum and can only be read by us or someone who has physical access to your personal computer. Many web browsers allow you to control the use of most cookies through their browser settings. If you wish to learn more about cookies, including information on what cookies have been set on your computer and how cookies can be managed and deleted, visit www.allaboutcookies.org.

Our website also uses Google Analytics to track your activity. To opt out of being tracked by Google Analytics across all website visits see: <http://tools.google.com/dlpage/gaoptout>.

Unless you have adjusted your browser settings so that it rejects cookies, our system will issue cookies when you access or use our website. By accessing or using our website you consent to us using cookies. If you refuse to accept cookies by adjusting your browser setting, some or all areas of our website may not function properly or may not be accessible.

Privacy

As a result of the operation of our Website or your use of our Website we may obtain certain information about you. We will handle all information we obtain about you in the course of providing our services lawfully and fairly in accordance with data protection legislation and 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 at contact.walkercrips.co.uk/privacy

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.

APPENDIX – SUPPLEMENTARY INDIVIDUAL SAVINGS ACCOUNTS (ISAs), JUNIOR ISAs (JISAs) AND CHILD TRUST FUND (CTF) TERMS AND CONDITIONS

Introduction

These Terms and Conditions are between you, the client, and Walker Crips Investment Management Ltd, the ISA manager and are in addition to those set out in our Terms of Service and Business for Retail and *Professional clients* above. Together the terms, 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. In the case of conflict, the ISA manager must always act in accordance with the current ISA regulations.

Eligibility

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.

Opening an ISA

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 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.

Investments

Details of the *investment* services for your ISA are set out in the relevant Application form. You should also refer to this Terms of Service and Business for Retail and *Professional clients*. 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.

Permitted investments – Your ISA must be held in *investments* permitted under HMRC ISA regulations.

Title of investments – The title to the ISA *investments* will be registered in the name of our *nominee company*. We normally use *pooled accounts* for ISA *investments*, which *aggregate* holdings of all of our clients in a particular stock. Share certificates or other documents evidencing title to ISA *investments* will be held by us or as we may direct. Information about how we hold client assets can be found in the Appendix – Custody of Assets.

Ownership – All ISA *investments* will be, and must remain in, the beneficial ownership of the client and must not be used as security for a loan.

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 year's subscription will be merged and consolidated as one ISA. We reserve the right to refuse any application to subscribe to an ISA without giving a reason.

Income

All dividends, tax reclaims and interest relating to your ISA will be paid into your ISA account. You will earn interest on cash holdings within your ISA in accordance with the Terms of Service and Business for Retail and *Professional clients*. You will not earn interest on income until it has been paid into your ISA account. Interest will be credited gross.

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.

Transferring an ISA to WCIM

Should you wish to transfer your ISA from another ISA plan manager to us, you will need to complete an ISA Transfer Authority Form. Transfers to us must be from an ISA registered in your name. We have absolute *discretion* on whether to accept the transfer. If we do decide to accept the transfer, we will instruct your existing ISA Plan manager to transfer your holdings. You may transfer your ISA in cash and / or *securities*. Your transfer is not complete until we have received all holdings from your previous ISA Plan Manager including dividends. This process may take several months as we are dependent on your current ISA Plan Manager. We will not trade on your behalf until your assets and/or

cash have been received. In addition, you are not permitted to make additional subscriptions to a current year ISA until we have received that current year ISA.

Transferring an ISA from WCIM

You may request in writing, together with a time period of transfer that must be reasonable and practical (usually deemed as 30 days), that your entire ISA with all rights and obligations of the parties to it, shall be transferred to another ISA Manager, or that all the *investments* in the ISA and proceeds arising from these *investments* shall be transferred or paid to you. Once the transfer of your ISA has been initiated we will not be able to execute your orders. You should be aware that markets may rise or fall during the transfer process and you may potentially experience a loss of income or growth whilst the transfer remains pending. Any amounts due to us will be deducted from the ISA before it is terminated or transferred.

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.

Withdrawals and closure

If you request that funds should be withdrawn from the ISA, payment, less any charges due to us, will be made from any cash deposits in the ISA and if necessary, from the sale of *investments*, in which case payment will not be made until after we receive *settlement* of the proceeds of the sale. You may not withdraw cash 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.

Charges

Our charges are set out in the relevant Tariff sheet. You should also refer to this Terms of Service and Business for Retail and *Professional client*.

Variations, Delegation and Termination

Variations – These ISA Terms and Conditions may be amended as per the terms set out in this Terms of Service and Business for Retail and *Professional clients*.

Delegation – We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Terms is competent to carry out those functions and responsibilities.

Termination – We may terminate the agreement between us in relation to the ISA by giving you not less than 28 days notice in writing 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.

You may terminate the ISA agreement between us on immediate written notice given by you to us. Wherever possible, the termination of the agreement will be without prejudice to the completion of transactions already initiated but there may be circumstances when the completion of transactions may not be possible. If, at the time of termination, we have purchased stock on your behalf which has not been physically delivered due to an illiquid market or stock shortage, we shall be entitled to sell the stock on your behalf and to credit you with the proceeds.

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. This will happen when 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

On or after 6 April 2018 - In the event of your death on or after 6 April 2018, your ISA account will become a 'continuing ISA' and will continue to receive interest, dividends and gains on *investments* exempt from tax for a period of 3 years or until the ISA is closed, whichever is sooner. If, after 3 years from the date of death, the administration of the deceased's estate has not been completed, the 'continuing ISA' will be marked as 'discontinuing' and will lose all of the ISA benefits.

On or before 5 April 2018 - In the event of your death on or before 5 April 2018, the ISA will, with immediate effect, cease to benefit from any tax advantages.

In the event of your death, regardless of date, no further subscriptions can be made into the ISA. The process on death is set out in this Terms of Service and Business for Retail and *Professional clients*.

JUNIOR ISA (JISA)

The ISA Service Terms and Conditions above apply except in the following circumstances:

Parties involved – The client is the applicant to the JISA. We also assume that the applicant is the Registered Contact unless specified otherwise. The child is the beneficial portfolio owner.

Eligibility

You may subscribe to a JISA on behalf of a child who is aged 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. You agree to notify us promptly of any change in address or in UK taxation status which may render the child ineligible to subscribe further to the JISA account.

Registered contact – There can only be one registered contact at any time and the first registered contact will be the applicant for the JISA. The registered contact is the only person who can give instructions to us on the management of the *investments* in the JISA. All correspondence will be sent to the registered contact. The registered contact will be:

- if the child holding the account is under 16, a person who has parental responsibility for the child can be the registered contact or
- if the child holding the account is aged between 16 and 18 they can become the registered contact, but must make an application to do so in the normal way. In the absence of any such application, an existing registered contact can continue in that role.

New registered contact – Where there is an existing registered contact, we will normally require their consent for another person to become the registered contact.

Switch to child authority – When the child who is the beneficial owner reaches 16 they can be the registered contact. Agreement of the existing registered contact is not required. Once the child who is the beneficial owner has assumed registered contact status for their account, this status cannot be passed to any other person. Where the child who is the beneficial owner aged over 16 does not apply for registered contact status, or is suffering mental incapacity, the existing registered contact can continue in this role. In these circumstances, registered contact status can still be passed in the normal way to another person with parental responsibility for the child.

Options at age 18 – On their 18th birthday the child can access the savings in the (former) JISA and can make withdrawals. When the account holder turns 18, the *rules* specific to JISA will fall away. We will send the child who is the beneficial portfolio owner our ISA Application Form for them to complete and return, to include notification of their National Insurance Number. 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 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.

Withdrawals – Withdrawals may only be made in the following circumstances:

- where a terminal illness claim made on behalf of the child has been agreed;
- on closure of the JISA; or
- to meet our *investment* management charges.

Closure of the JISA – A JISA can only be closed:

- on the death of the child
- on the child reaching their 18th birthday
- on direct instruction from HM Revenue & Customs (where the JISA is void), or
- when a nil balance arises in the following circumstances:
 - a JISA has been opened and a small initial *investment* has been made, but contributions then stop and agreed charges then bring the balance down to nil or
 - the child who owns the portfolio account has a terminal illness and the registered contact has withdrawn the funds held in the JISA or
 - where the portfolio has been transferred to another JISA Plan manager, the remaining nil balance account may be closed.

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.

Death

In the event of the death of the Eligible Child, the JISA will, with immediate effect, cease to benefit from any tax advantages. No further subscriptions can be made into the JISA. The process on death is set out in this Terms of Service and Business for Retail and Professional clients.

CHILD TRUST FUND (CTF)

The ISA Service Terms and Conditions above apply except in the following circumstances:

Parties involved – The client is the applicant to the CTF. We also assume that the applicant is the Registered

Contact unless specified otherwise. The child is the beneficial portfolio owner.

Eligibility

A CTF may be held on behalf of a child who is aged under 18 and who received an HMRC Child Trust Fund Voucher prior to 1 January 2011. You can no longer apply for a new CTF.

Registered contact – There can only be one registered contact at any time and the first registered contact will be the applicant for the CTF. The registered contact is the only person who can give instructions to us on the management of the *investments* in the CTF. All correspondence will be sent to the registered contact. The registered contact will be:

- if the child holding the account is under 16, a person who has parental responsibility for the child can be the registered contact or
- if the child holding the account is aged between 16 and 18 they can become the registered contact, but must make an application to do so in the normal way. In the absence of any such application, an existing registered contact can continue in that role.

New registered contact – Where there is an existing registered contact, we will normally require their consent for another person to become the registered contact.

Switch to child authority – When the child who is the beneficial owner reaches 16 they can be the registered contact. Agreement of the existing registered contact is not required. Once the child who is the beneficial owner has assumed registered contact status for their account, this status cannot be passed to any other person. Where the child who is the beneficial owner aged over 16 does not apply for registered contact status, or is suffering mental incapacity, the existing registered contact can continue in this role. In these circumstances, registered contact status can still be passed in the normal way to another person with parental responsibility for the child.

Options at age 18 – On their 18th birthday the child can access the savings in the (former) CTF and can make withdrawals. When the account holder turns 18, the *rules* specific to JISA will fall away. We will send the child who is the beneficial portfolio owner our ISA Application Form for them to complete and return, to include notification of their National Insurance Number. Where an application is not received from an Eligible Child, the CTF *investments* will continue to benefit from the tax advantages of an ISA, but further subscriptions to the ISA cannot be accepted. 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.

Subscriptions – the subscription year begins on the date of opening the CTF Account and ends on the day before the child’s next birthday.

Withdrawals – Withdrawals may only be made in the following circumstances:

- where a terminal illness claim made on behalf of the child has been agreed;
- on closure of the CTF; or
- to meet our *investment* management charges.

Closure of the CTF – A CTF can only be closed:

- on the death of the child
- on the child reaching their 18th birthday
- on direct instruction from HM Revenue & Customs (where the CTF is void), or
- when a nil balance arises in the following circumstances:
 - a CTF has been opened and a small initial *investment* has been made, but contributions then stop and agreed charges then bring the balance down to nil; or
 - the child who owns the portfolio account has a terminal illness and the registered contact has withdrawn the funds held in the CTF; or
 - where the portfolio has been transferred to a JISA Plan manager, the remaining nil balance account may be closed.

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.

Death

In the event of the death of the Eligible Child, the CTF will, with immediate effect, cease to benefit from any tax advantages. No further subscriptions can be made into the CTF. The process on death is set out in this Terms of Service and Business for Retail and *Professional clients*.

APPENDIX - PRODUCT DESCRIPTIONS & RISK WARNING

Introduction

These notices contain information about the types of *investments*, including guidance on and warnings of the risks associated with those *investments*. We strongly advise that you read this document as 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.

The information provided below is for your information and should not be read to imply that WCIM will be able or willing to trade in a particular *financial instrument*.

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:

- **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.
- **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.

- **'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. Penny shares may become illiquid or difficult to trade and, under these circumstances, you may not receive back any of your original investment.
- **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:

- **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.
- **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.
- **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 a 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. The liquidity of the market in their shares can vary, exposing you to the risk of abrupt, significant price movements that exceed the movements in prices of the underlying *investments*. 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.

Unregulated collective investment schemes are pooled funds which are not regulated by the FCA and are not recognised schemes under the Financial Services and Markets Act 2000. They are often situated outside the UK and are not subject to the same disclosure requirements as onshore, regulated schemes, and so the risks involved may be less transparent than with regulated schemes. The funds may be highly geared, have higher costs and may have more complex financing structures. In addition, shares or units in unregulated schemes may be illiquid, causing a delay between the decision to sell, achieving a price and receiving the proceeds, and it may be difficult to value the units or shares accurately. Proceeds may be subject to income tax rather than capital gains tax.

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:

- **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.

- **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.
- **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.
- **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.
- **Liquidity risk:** the liquidity of the market for individual bonds may vary, potentially causing a delay between the decision to sell and receiving the proceeds. Bond prices may also be affected by changes in market liquidity.
- **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.
- **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 sub-ordinated 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 client.

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.

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 security

You may have difficulty in selling *non-readily realisable security* 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.

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:

- Limit the period when a stabilising manager may stabilise a *new issue*;
- fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- 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*.

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 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.

APPENDIX - GLOSSARY

This glossary contains definitions of some of the terms used in our Terms of Service and Business for Retail and *Professional clients* and other documents relating to our service.

Account Executive	Your contact at WCIM who is responsible for managing your portfolio, providing advice to you or executing your instructions depending on the nature of the service we provide to you. They may also be referred to as <i>Investment Manager</i> or <i>Portfolio Manager</i> .
Aggregate Aggregation	/ <i>Aggregation</i> is the process of combining a number of clients' orders for purchase or sale of a single type of <i>security</i> when carrying out a transaction.
Alternative Investments	<i>Investment</i> vehicles which may include exposure to commodities, infrastructure and cash-plus targeted return strategies.
Client Agreement	The suite of documents that we provide to the client which set out the services we will provide to the client, our terms and conditions for providing such services, our fees and charges and the client's obligations. The <i>Client Agreement</i> will include, as appropriate, Terms of Service and Business for Retail and <i>Professional Clients</i> , relevant Application Form, relevant Tariff Sheet, Supplementary charges sheet and Mandate letter.
Custodian	A firm which provides <i>custody services</i> and which may be contracted by us and our <i>nominee company</i> .
Custody services	The service of safeguarding and administering or arranging for the safeguarding and administration of <i>investments</i> belonging to a client.
Collective investment scheme	An arrangement that enables a number of investors to 'pool' their assets and have these professionally managed by a specialist manager. The assets that are pooled may typically include gilts, bonds and quoted <i>equities</i> , but depending on the type of scheme may go wider. For example some <i>investments</i> may be in unquoted <i>investments</i> or property.
Complex financial instruments	<i>Complex Financial Instruments</i> are defined by the FCA and include, for example, warrants, options, futures, contracts for differences, spread-betting, some <i>investment trusts</i> and most structured products and other complicated instruments. The risks associated with <i>Complex Financial Instruments</i> 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 <i>investment</i> and you may be required to make additional payment to maintain your <i>investment</i> . Further, dealing in some complex derivative instruments, such as options and contracts for difference, could result in you losing more than your original <i>investment</i> .
Default	A failure to honour obligations including financial obligations.
Discretion	Where we are able to make decisions without prior reference to the client.
Electronic Communication	Communication between you and us by facsimile, email or other electronic means.
Equities	The part of a company's capital which confers a share of the company's ownership and a share of the company's risk.
Execution only	Form of client-firm relationship whereby the firm does not give the client any <i>investment</i> or financial advice but merely acts on the instructions of the client.
Execution Venue	A <i>regulated market</i> , a <i>multilateral trading facility (MTF)</i> , a systematic internaliser, an <i>organised trading facility</i> or a market maker or other liquidity provider.
Financial instrument(s)	The term <i>Financial Instruments</i> include: i) transferable <i>securities</i> ; 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.

Financial Conduct Authority (FCA)	The UK regulator for financial services firms, and in our documentation, any successor body.
FCA rules	The handbook of <i>rules</i> and guidance issued by the <i>FCA</i> , and in our documentation, any handbook(s) of <i>rules</i> and guidance issued by successor bodies to the <i>FCA</i> .
ICVC	An <i>Investment Company with Variable Capital</i> .
Investment	In our documentation, this term refers to shares, debentures, loan stocks, debt instruments, warrants, Crest Depositary interests, certificates representing <i>securities</i> , units, options, futures, contracts for differences, rights to interests in <i>investments</i> , unquoted <i>investments</i> , <i>collective investment schemes</i> and certain long-term insurance contracts (such as pensions), or a term relating to the action of purchasing, subscribing for or otherwise obtaining any of the above.
Investment strategy	The portfolio's <i>investment strategy</i> reflects a long-term risk and objective framework, which guides the way in which we will allocate the portfolio to a wide range of asset classes.
Investment trust	A limited company which invests in other companies, offering a collective <i>investment</i> with the expertise of professional fund managers.
Leveraged Instrument	A type of <i>investment</i> that has the potential of magnifying an investor's exposure to an underlying risk.
Limit Order	An order to buy or sell an <i>investment</i> at a specified price limit or better and for a specified size.
Model	The <i>model</i> represents the <i>investment</i> approach we are taking for the portfolio in accordance with your chosen <i>investment</i> objectives and risk profile. This will either be on a total return basis (returns from a combination of capital growth and income) or on an income basis (which aims to generate a higher and growing income, accepting that this may impact on capital performance). By investing in a <i>model</i> , each individual asset will be separately held and identified within your portfolio.
Multilateral Trading Facility (MTF)	A multilateral system, operated by an <i>investment</i> firm or a market operator, which brings together multiple third-party buying and selling interests in <i>Financial Instruments</i> – in the system and in accordance with non-discretionary <i>rules</i> – in a way that results in a contract.
New issue	The issue of new shares as part of a public offer for sale, placing with a restricted list of institutions or other such offer.
Nominee Company	A company in whose name a <i>security</i> is registered and held on behalf of the beneficial owner or owners.
Non-Readily Realisable Security	<i>Investments</i> which are not a <i>readily realisable security</i> .
Open-ended investment company (OEIC)	An <i>open-ended investment company</i> – a structural hybrid between <i>unit trusts</i> and <i>investment trusts</i> . Also known as an <i>ICVC</i> .

Organised Trading Facility (OTF)	A multilateral system, which is not a <i>regulated market</i> or <i>MTF</i> 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.
Periodic reports	Reports and valuations which are sent to all our <i>investment</i> administration and management clients at regular intervals.
Pooling account / Pooled account	The practice of maintaining a single account for the <i>aggregate</i> of clients' assets or cash, with the company (for example WCIM) maintaining its own records of each individual's sub accounts.
Power of Attorney	A <i>Power of Attorney</i> is a legal document which authorises one or more people to make decisions on your behalf. An Ordinary <i>Power of Attorney</i> can be general or you can specify which matters your attorney can deal with, it can be limited to certain acts or you can end it at any time. An Enduring or Lasting <i>Power of Attorney</i> can work in the same way as an Ordinary <i>Power of Attorney</i> but will remain valid after you become 'mentally incapable'. You can also choose not to invoke it until after you lose mental capacity. We will need sight of the document to act on the <i>Power of Attorney</i> .
Professional client	Under <i>FCA rules</i> , there are three client categorisations: a <i>retail client</i> , a <i>professional client</i> or an eligible counterparty. There are two types of <i>professional client</i> , an elective <i>professional client</i> and a <i>per se professional client</i> . An elective <i>professional client</i> is generally an experienced high net worth investor who is capable, in terms of knowledge, experience and financial capacity, of making their own <i>investment</i> decisions and understanding the risks involved. Generally a <i>per se professional client</i> is a client who is an entity required to be authorised and regulated to operate in financial markets, another authorised financial institution, a large corporate body, partnership or unincorporated association meeting certain size criteria, a national or regional government, a public body that manages public debt, a central bank, an institutional or supranational institution or similar organisation or another institutional investor whose main activity is to invest in <i>investments</i> .
Readily Realisable Security	Either: a) a government or public <i>security</i> denominated in the currency of the country of its issuer; or b) any other <i>security</i> which is: – admitted to official listing in an EEA State – is regularly traded on or under the <i>rules</i> of such an exchange or a designated exchange – a newly issued <i>security</i> which can be expected to fall into any of the above categories.
Regulated Collective Investment Scheme	An <i>ICVC</i> or <i>OEIC</i> , an authorised <i>unit trust</i> scheme, or a scheme recognised by the <i>FCA</i> under the Financial Services and Markets Act, constituted in other EEA states or other overseas countries.
Regulated Market	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 <i>Financial Instruments</i> – in the system and in accordance with its non-discretionary <i>rules</i> – in a way that results in a contract, in respect of the <i>Financial Instruments</i> admitted to trading under its <i>rules</i> and/or systems.
REIT	A real estate <i>investment trust (REIT)</i> is a closed-end <i>investment</i> company that owns assets related to real estate such as buildings, land and real estate <i>securities</i> .
Restricted Advice	Advice provided to a <i>retail client</i> that is not based on consideration of all <i>investment</i> markets and products that might address a client's financial needs.
Retail client	Under <i>FCA rules</i> , there are three client categorisations: a <i>retail client</i> , a <i>professional client</i> or an eligible counterparty. Regulated firms are required to give a greater level of protection and disclosure to <i>retail clients</i> than to eligible counterparties or <i>professional clients</i> . We will generally classify our clients as <i>retail clients</i> .
Rules	The <i>rules</i> and financial regulations of the <i>FCA</i> , HMRC, the London Stock Exchange, the London International Financial Futures and Options Exchange, any other Execution Venue,

	Investment Exchange, Clearing House or regulatory authority having jurisdiction in relation to business which we transact for you and of Euroclear UK & Ireland Limited.
Security/Securities	Generic term applied to all <i>investment</i> instruments which are quoted or traded on the financial markets. The term encompasses bonds, stocks, shares, rights, warrants and derivatives.
Settlement	The process of exchanging payment for the delivery of legal title to shares (or vice versa).
Suitability	<i>Suitability</i> is the assessment of the client's needs including the determination of the amount and type of <i>investments</i> that suit the client's requirements.
Unregulated Collective Investment Scheme	An <i>investment</i> company which is not an <i>ICVC</i> , authorised <i>unit trust</i> , or a company recognised under the Financial Services and Markets Act. Further details are provided in the Appendix – Product Descriptions & Risk Warnings.

Privacy Statement

Walker Crips Investment Management Limited (“we”) and members of our group are committed to keeping your personal data safe and to ensuring the integrity and security of any personal data we may process¹. We welcome the introduction of the new European legislation including the General Data Protection Regulation (“GDPR”) which came into force on 25 May 2018, and applicable national acts implementing the GDPR such as the UK Data Protection Act 2018 (or such other UK laws implementing the GDPR in the UK), with the objective of establishing greater protection of personal data and enhancing your rights in respect of your personal data.

We ask you to read this privacy statement very carefully as it contains important information on the way in which we will process your personal data, in particular:

- The personal information we collect about you;
- Our legal bases for processing your personal data;
- What we do with your personal information;
- Who your personal data may be shared with; and
- Your rights as a data subject under the Data Protection regulations.

What is personal data and how is it collected?

Personal data includes any information that directly or indirectly identifies an individual. We collect personal data relating to you and your use of our services from a variety of sources, which are detailed below.

We may collect certain personal data, such as personally identifiable information (such as name, date of birth), contact information (such as telephone number, address, email), financial information, employment and education data, information about your health (see below), other information gained during interactions or correspondence with you and, with your explicit consent, sensitive personal data (such as physical or mental health conditions).

We may collect your personal data directly from you, as well as from other parties. This includes personal data where you apply for a joint product or service (e.g. joint accounts) or where you agree to act as a Third Party Authority for a client of ours, as well as from third parties, such as credit reference agencies, fraud prevention agencies, electoral roll, financial advisors, court records of debt judgments and introducers and other publicly available sources.

Our legal basis for processing your personal data

We will only process your data where we have a legal basis for doing so. We may rely on the following legal bases for collecting and further processing your personal data:

- Contractual necessity e.g. to fulfil our obligations in respect of your account, policy or service;
- Legal or regulatory obligation;
- Legitimate interest; or
- Consent

Why we process personal data?

We will process your personal data for the following purposes:

- In order to perform our contract with you e.g. to fulfil our obligations in respect of your account, policy or service;
- To the extent necessary for our own legitimate business interests (detailed below);
- To the extent necessary to comply with a legal obligation e.g. for compliance with legal and regulatory requirements or for the establishment and/or defence of legal rights or for activities relating to the prevention, detection or investigation of crime; and
- To the extent that it is necessary to understand any health conditions that you may have, for the purpose of receiving suitable and appropriate financial advice, which will require your explicit consent.

¹ Process and processing have very wide meanings under the GDPR. They mean any operation (or set of operations) performed on personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Sensitive data

We are required to gain your explicit consent prior to processing any sensitive information² about you, for example information about your physical health.

Legitimate interest

We may use your personal data for our legitimate business interests in order to allow us to provide the best services and customer experience and to ensure our service remains relevant and tailored to your needs. For example, we may rely on our legitimate interest to process your personal data for the following purposes:

- Marketing, relating to products and services compatible with the original purpose for which we originally gained the information;
- To send you company updates, newsletters or other marketing communications;
- To enhance, modify, personalise or otherwise improve our services and communications for your benefit; and
- To determine the effectiveness of promotional campaigns to inform marketing strategy.

Please note you have the right to object to any processing for which we rely on legitimate interest as the legal basis. You can do so by using the contact details set out at the end of this privacy statement.

Who we share your personal data with?

We share your data with approved third-party providers that have adequate data protection measures in place that align with the requirements of the data protection regulation. For example:

- Members of the Walker Crips Group;
- Professional companies and other persons providing services to us including legal, professional advisers, auditors, tax and accountancy advisers and printing services;
- Credit reference agencies, identity reference agencies and fraud prevention agencies; and
- Government bodies and agencies in the UK e.g. HMRC.

Your data may be shared with organisations outside of the United Kingdom that are subject to appropriate data protection legislation and have adequate data protection safeguards. We do not sell your personal data or other information to any third party.

Your rights in respect of your data are:

- **Access rights:** You can request a copy of the personal information we hold about you.
- **Right to request rectification:** We take reasonable steps to keep your information accurate, but you can also ask us to change any information we hold about you to keep it accurate, complete and current.
- **Right to request erasure ('to be forgotten')**: You have the right to ask us to delete the personal information we hold on you; however, please note that there may be circumstances where you ask us to erase your personal data but we are legally entitled to retain it.
- **Portability:** You have the right to request that we send the personal data you provided to us to another data controller³ in a commonly used electronic format, where technically feasible.
- **Right to request restriction:** You can request that we restrict our processing of your personal information.
- **Right to raise an objection to our processing:** Where our processing of your information is performed on the basis of 'legitimate business interest', then you can request we stop.
- **Right to complain to a supervisory authority:** If you are dissatisfied with our use or management of your personal information, you have the right to complain to an EU Data Protection Supervisory Authority. In the UK, the relevant Data Protection Supervisory Authority is the Information Commissioners Office (ICO) and you can contact them via their website: www.ico.org.uk

Personal data provided in respect of third parties

You acknowledge that you must have the authority to provide any third party's personal data to us and agree to share this data protection statement with such third parties and inform them of the details you have advised us of.

² Sensitive personal data is personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

³ A data controller determines the purposes and means of processing personal data.

Our retention policy

We will only keep your personal data for as long as necessary for the purposes for which it was first gained. Personal data will be retained for the purposes detailed in this privacy policy and where we have a legal basis for doing so.

We will regularly review our records to ensure that we do not retain your personal data longer than is necessary, unless there is a legal reason for extended retention.

Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Cookies allow us to recognise the device you are using and to store some information about your preferences or past actions and improve security. We also use cookies to analyse data about web page traffic and improve our website in order to tailor it to customer needs.

There are cookies we use that are strictly necessary and essential for the use of our website because you will not be able to complete online activity without them.

Our website may contain links to other websites which are outside our control and are not covered by this privacy statement. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy policy.

Review of this policy

We may make changes to this policy from time to time and will post such updates on our website.

Who are we and how to contact us?

Walker Crips Investment Management Limited is a data controller for the purposes specified in this privacy statement. You can contact us directly if you have any questions about this privacy statement or in order to exercise your data subject rights by addressing your email questions and requests to data.protection@wcgplc.co.uk or by using the details below.

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