SUPPLEMENTAL BUSINESS TERMS & CONDITIONS
For Investment Wrapper Scheme Accounts

SHARD CAPITAL PARTNERS LLP

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Please read these Supplemental Business Terms & Conditions ("Supplemental Terms"). Where relevant, they will govern your relationship with Shard Capital Partners LLP ("Shard Capital", "we" or "us") in addition to the Terms.

1. INTRODUCTION

1.1. Please read these Supplemental Terms carefully and ask us to explain any points that are not clear to you. These Supplemental Terms constitute the formation of additional provisions in the contract between you and Shard Capital. Your legal relationship with Shard Capital is governed by the Terms, together with these Supplemental Terms and the terms set out in other documents which we give you, such as your application form or those documents or disclaimers relating to specific financial products or services.

2. DEFINITIONS

2.1. In these Supplemental Terms, unless the context otherwise requires, defined terms will have the same meaning as in the Terms. Defined terms may be used in the singular or plural as appropriate.

2.2. In addition to the definitions provided in the Terms, the following words shall, unless the context otherwise requires, have the following meanings for the purposes of these Supplemental Terms. These defined terms may be used in the singular or plural as appropriate:

"**Client**" means the member of the Investment Wrapper Scheme.

"**Investment Wrapper Scheme**" means Self-Invested Personal Pension (SIPP), Qualifying Recognised Overseas Pension Scheme (QROPS), Approved Retirement Fund (ARF), Personal Retirement Savings Account (PRSA), Buy Out Bond (BOB), Qualifying Non-UK Pension Scheme (QNUPS), Small Self-Administered Scheme (SSAS), Stakeholder Pension (SP), Executive Pension Plan (EPP), International Personal Pension (IPP), or any other investment wrapper scheme, as applicable.

"**Trustee**" means the trustee of the Investment Wrapper Scheme.

3. SCOPE OF SUPPLEMENTAL TERMS

3.1. These Supplemental Terms shall only apply to the extent that the Client has successfully applied for and opened an Account in relation to their Investment Wrapper Scheme.

3.2. The Trustee and the Client acknowledge and agree that the Investment Wrapper Scheme Account shall be subject to the provisions set out in the Terms, these Supplemental Terms, the Investment Wrapper Scheme rules, applicable UK legislation and any applicable UK pension rules and regulations, as amended from time to time.

4. AGREED TERMS

Legal and Beneficial Owner of Assets

4.1. The Trustee is the legal owner of the assets in the Investment Wrapper Scheme and shall, unless otherwise agreed in writing, enter into Contracts with Shard Capital as principal. The Client is the beneficial owner of the assets in the Investment Wrapper Scheme. Shard Capital shall treat the Trustee and the Client as its client.

Authority to Instruct Shard Capital

4.2. Under the terms of a power of attorney or other express authority, the Trustee has granted to the Client authority to instruct Shard Capital. The Trustee and the Client acknowledge and agree that Shard Capital shall be entitled to rely on the power of attorney or other express authority until such time as Shard Capital has been notified that it has been revoked.

Services

4.3. Shard Capital provides execution only trading, advisory trading and discretionary portfolio management services in relation to Investment Wrapper Scheme Accounts.

4.4. Where Shard Capital provides execution only trading services in relation to Investment Wrapper Scheme Accounts, the Trustee or the Client may provide Shard Capital with instructions in respect of investments that are permitted under legislation applicable to the Investment Wrapper Scheme, Investment Wrapper Scheme rules and permitted investments rules, as amended from time to time.

4.5. Where Shard Capital provides advisory trading services in relation to Investment Wrapper Scheme Accounts, Shard Capital shall provide advice on entering investments and exercising rights in relation thereto in respect of investments that are permitted under legislation applicable to the Investment Wrapper Scheme, Investment Wrapper Scheme rules and permitted investments rules, as amended from time to time.

4.6. Where Shard Capital provides discretionary portfolio management services in relation to Investment Wrapper Scheme Accounts, Shard Capital shall manage the portfolio in accordance with legislation applicable to the Investment Wrapper Scheme, Investment Wrapper Scheme rules and permitted investments rules, as amended from time to time.

4.7. For the avoidance of doubt:

(i) Shard Capital does not provide any pension advice,

(ii) Shard Capital is not responsible for the maintenance and operation of the Investment Wrapper Scheme,

(iii) Shard Capital shall have no responsibility for remedying any breach of the terms of the Investment Wrapper Scheme as may have been set by HMRC or the rules of the jurisdiction where the Investment Wrapper Scheme resides, and

(iv) the Trustee and the Client acknowledge and agree that restrictions may be placed on the trading of investments by Shard Capital with respect to the types of products that may be traded and the reduced leverage that can apply to these products. Any such restrictions may be in addition to those imposed by legislation applicable to the Investment Wrapper Scheme, Investment Wrapper Scheme rules and permitted investments rules, as amended from time to time.

4.8. For more information on each of these services (execution only trading, advisory trading and discretionary portfolio management), please refer to the Terms.

Sufficient Funds and Trade Confirmations

4.9. The Trustee and the Client are responsible for ensuring that there are sufficient funds available in the Investment Wrapper Scheme Account to meet any obligations arising in connection with an investment. In the event that there are insufficient funds available in the Investment Wrapper Scheme Account to meet obligations arising in connection with an investment, Shard Capital shall be entitled to pursue the Client for any costs or liabilities that exceed the available funds in the Investment Wrapper Scheme Account.

4.10. For the avoidance of doubt, Shard Capital shall not be liable to the Trustee or the Client whatsoever for any losses or costs that may be incurred or suffered by the Trustee or the Client due to insufficient funds being available in the Investment Wrapper Scheme Account for the purposes of an investment.

4.11. Trade confirmations shall be sent to the Trustee and the Client.

Provision of Information

4.12. The Trustee and the Client must inform Shard Capital as soon as possible of any changes to Investment Wrapper Scheme rules and permitted investments rules from time to time.

4.13. Shard Capital is entitled to assume that any and all information provided by the Trustee or the Client to Shard Capital is complete and accurate.

Liability and Indemnities

4.14. To the extent that Shard Capital provides execution only trading services in relation to Investment Wrapper Scheme Accounts, Shard Capital shall not be liable for any losses or liabilities, direct or indirect, incurred or suffered by the Trustee or the Client in the event that an investment is not a permitted investment. Where Shard Capital provides execution only trading services, it is not under any obligation to ascertain which investments are permitted investments for the purposes of the Investment Wrapper Scheme, and Shard Capital is under no obligation to prevent the Trustee or the Client from undertaking transactions in investments which are not permitted investments, but nevertheless will endeavour to do so.

4.15. The Trustee's liability shall, in respect of each Client, be strictly limited to the assets contained in each Investment Wrapper Scheme associated with that Client.

4.16. The Client acknowledges and agrees that, if the Client breaches these Supplemental Terms, or acts fraudulently, negligently or with wilful default in respect of its obligations under these Supplemental Terms or in its dealings with Shard Capital, Shard Capital shall be entitled to pursue any action it deems necessary to provide a remedy satisfactory to Shard Capital as well as allowing Shard Capital to meet all of its regulatory and legal obligations.

4.17. The Trustee and the Client agree to indemnify Shard Capital for and against all losses, taxes, expenses, costs and liabilities (including, but not limited to, reasonable legal fees) which may be incurred or suffered by Shard Capital as a result of or in connection with these Supplemental Terms, unless and to the extent that such losses, taxes, expenses, costs and liabilities are incurred or suffered as a result of Shard Capital's gross negligence or wilful default.

Representations and Warranties

4.18. The Trustee and the Client each represent and warrant that they understand the nature and associated risks of the investments that may be traded under these Supplemental Terms.

4.19. The Client represents and warrants that the Investment Wrapper Scheme is a recognised pension scheme under the country's legislation where it resides, and is compliant with the rules prescribed by HMRC.

Notices

4.20. Any notice that is required to be delivered by Shard Capital under or in connection with these Supplemental Terms must be provided to the Trustee and the Client.

Complaints

4.21. Any complaints in respect of the services provided by Shard Capital under these Supplemental Terms should be addressed in accordance with Clause 7.9 of the Terms. For the avoidance of doubt, if the Client's complaint relates to the administration of the Investment Wrapper Scheme, the Client should contact the Trustee.

Amendments

4.22. Shard Capital reserves the right to amend these Supplemental Terms at any time. Amendments may be made to make them fairer to the Trustee and the Client, more easily understandable, correct a mistake, reflect a change in market conditions or practice, reflect a change in law or regulation or any code or application of practice, reflect a change in technology, cover a development or change in Shard Capital's service or facilities, ensure good management or competitiveness of Shard Capital's business or for any other reason that Shard Capital may deem to be valid.

4.23. The Trustee and the Client are deemed to have consented to any amendment that may be affected to these Supplemental Terms if they continue to receive the services or if Shard Capital does not receive notification otherwise from them, in writing, within the time that the changes were notified and their coming into effect.

Severance

4.24. If any provision (or part of a provision) in these Supplemental Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this Clause shall not affect the validity, legality and enforceability of the remainder of these Supplemental Terms.

Jurisdiction

4.25. These Supplemental Terms are subject to English law, and the Trustee and the Client agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute regarding them.

Termination

4.26. These Supplemental Terms may be terminated in accordance with the provisions of Clause 7.3 of the Terms. For the avoidance of doubt, any termination of these Supplemental Terms shall not affect any rights or obligations that may have accrued up to the date of termination.

Miscellaneous

4.27. The acceptance of these Supplemental Terms shall constitute the formation of a contract between the Trustee, the Client and Shard Capital.

JUNE 2023