# SUPPLEMENTAL BUSINESS TERMS & CONDITIONS

For Wealth Management and Custody and Dealing Clients

SHARD CAPITAL PARTNERS LLP

# Wealth Management and Custody and Dealing Clients

## SUPPLEMENTAL TERMS AND CONDITIONS

**Please read these Supplemental 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 defined in the Terms. Defined terms may be used in the singular or plural as appropriate.

**3. SCOPE OF SUPPLEMENTAL TERMS**

3.1 These Supplemental Terms shall only apply to the extent that Shard Capital provides you with wealth management and custody and dealing services.

3.2 The provisions of these Supplemental Terms which are captured by the following subheading "**Third Platform Services Limited – Custody Services (Model B Arrangement)**, shall only apply to the extent that Third Platform Services Limited provides Custody Services (defined below) in respect of your securities.

**4. SERVICES**

**Wealth Management – Discretionary Investment Management Service**

4.1 If you wish for Shard Capital to provide a discretionary investment management service for your account, we will manage your portfolio of cash and investments on a discretionary basis. This means we shall have full authority, without prior reference to you, to enter into any kind of transaction or arrangement for your account. We will only include instrument and security types in your portfolio that we consider to be suitable based on the information you have provided us; the composition of your portfolio is subject to any instructions, restrictions and/or limitations as agreed with you.

4.2 Where we manage your account on a discretionary basis, we will do so in accordance with the specific investment objectives and risk profile ("Investment Profile") as agreed with you. You acknowledge and accept that, whilst you may select an Investment Profile for your account, you shall not have any involvement in the selection of the underlying investments held therein. You may change your investment objectives or risk profile at any time by notifying us in writing; however, you acknowledge that any change shall only take effect upon our written acceptance thereof. We will only exercise discretion in accordance with the applicable FCA rules and each account will consist of investments that we believe best reflect the assigned Investment Profile.

4.3 Where we provide a discretionary investment management service for your account, you acknowledge and accept that it is at our sole discretion whether or not to accept instructions from you to purchase, sell or otherwise invest in/redeem any specific instrument or security. If you wish to specify any investment restrictions and/or limitations, you must do so prior to the commencement of services to your account. Any such restrictions and/or limitations must be agreed and acknowledged by us to you in writing.

**Wealth Management – Advisory Investment Services**

4.4 Where you have indicated that you wish to receive advisory investment services for your account, we shall provide you with on-going investment advice and we will review your account and make such recommendations as we consider appropriate in light of: (i) your investment objectives; (ii) the risk profile you have selected; (iii) the corresponding investment guidelines; and (iv) any investment restrictions you may have stipulated or as you may separately agree with us in writing from time to time.

4.5 We will seek to ensure that our advice is suitable for you and your account on an ongoing basis. It remains your sole responsibility to notify us promptly of any changes to your personal and/or financial circumstances, requirements, investment objectives and risk profile.

4.6 In accordance with the requirements of the FCA, we may recommend to you any investments which we reasonably believe are suitable for you for your account. All decisions on whether to invest in, hold or dispose of any investment or asset are yours and we will only enter into transactions on your express instructions.

4.7 When we provide advice to you, we may assert that a proposed investment transaction is not suitable for you. Where we have provided such a warning and you ask us to proceed with the transaction regardless, you agree and acknowledge that we may proceed with the transaction on an execution only basis; however, you should note that we may also, at our discretion, refuse to undertake the transaction for you. Where orders are accepted on an execution only basis, this will be confirmed to you.

4.8 Our investment advice is classified by the FCA as "restricted advice". This is because, whilst we do advise on investments from the whole of the investment market, we will not consider your wider financial planning and pension requirements.

**Wealth Management – Execution Only Investment Services**

4.9 If you request for Shard Capital to provide an execution only investment service to your account, we will only be able to act on the instructions that you provide. You may request to be treated as an execution only client either in respect of all transactions or a specific transaction for your account.

4.10 You are solely responsible for the investment decisions that you make when you engage our services as an execution only client. In providing execution only services, we will not consider the merits of the transaction, the information you have provided about your investment objectives and risk profile and whether the transaction is suitable for you.

4.11 When providing execution only investment services in the context of complex products, such as derivatives or warrants, we may be subject to obligations by virtue of the FCA rules to assess whether the transaction or instrument or security type is appropriate for you. In such a scenario, we may request additional information from you to assess if the transaction or instrument or security type is appropriate. Should you choose not to provide this information and we agree to execute the transaction on your behalf, you agree and acknowledge that we cannot assess whether the investment will be appropriate for your needs. If, based on the information you provide us, we consider the transaction or instrument or security type not appropriate for you, we will advise you accordingly. Should you ask us to proceed with the transaction regardless, we may do so subject to any applicable regulations, but we may also, at our discretion, refuse to perform the transaction for you.

**Custody and Dealing**

4.12 If you wish for Shard Capital to provide custody and dealing services in respect of your securities, we shall safekeep your securities across our network of agent and sub-custodians, supply ancillary services (including, but not limited to, cash management) and enable you to transact on an execution only basis as detailed in Clauses 4.9-4.11 of these Supplemental Terms.

4.13 Regardless of the type of services we have agreed to provide you, in circumstances where (i) you have not supplied us with sufficient information (either orally or in writing) about your investment objectives, financial circumstances and the degree of risk you are prepared to accept or (ii) even though you have previously supplied us with information, we may reasonably believe that you are not expecting us to advise you about the merits of a particular transaction, then we will not make any personal or product investment recommendations, and we will interact with you as an execution only client, and you hereby agree to our interaction in this manner.

**5. SUITABILITY AND APPROPRIATENESS**

5.1 If we are providing discretionary or advisory services for your account, we are required by the FCA to obtain information from you regarding: (i) your knowledge of and experience in the investment products relevant to the service to be provided to you; (ii) your financial situation; (iii) your willingness and ability to take risk; and (iv) your investment objectives. This is to enable us to assess the suitability of our advice and the transactions to be entered into by us on your behalf. Carrying out a suitability assessment allows us to act in your best interests.

5.2 Where we provide you with one-off advice for your account, we are required to provide you with a suitability report before we commit you to a transaction. You confirm that if we provide you with our advice and you instruct us to enter into a transaction over the telephone or by some other means of distance communication that prevents the prior delivery of a suitability report, we may provide you with our suitability report after you have been committed to the transaction. You will, however, also be given the option of delaying the transaction.

5.3 When providing execution only services in the context of complex investments, we are required to obtain information from you regarding your knowledge of and experience in these products so to enable us to carry out an assessment of the appropriateness of the transaction for you.

5.4 It is very important that you provide us with accurate and up-to-date information for your account; this is to enable us to carry out our suitability and/or appropriateness assessments as necessary. We are entitled to rely upon any information provided by you or any person authorised by you, unless we are aware that the information provided is manifestly out of date, inaccurate or incomplete.

5.5 It is important that you inform us of changes to your personal circumstances, investment objectives or risk profile. You agree to notify us promptly of any such changes. You agree that we cannot be held liable for losses resulting from investments or decisions that could be considered unsuitable in light of circumstances that have not been notified to us.

5.6 If you fail to provide any information requested by us, whether by reason of unwillingness or inability to provide such information, we will not be able to provide you with wealth management or custody and dealing services.

**6. CUSTODY ASSETS**

**Third Platform Services Limited - Custody Services (Model B Arrangement)**

6.1 In instances where we do not hold your Securities as custodian, you are required to appoint and enter into an agreement with a custodian which will provide you with the custody, execution, settlement and ancillary services relating to the assets registered in their name.

6.2 In order to ensure protection of your Securities, Shard Capital exercises due skill, care and diligence in its selection, appointment and periodic review of External Custody Providers and its arrangements with External Custody Providers. Shard Capital uses well reputed External Custody Providers with particular expertise in provision of custody services and takes into account relevant United Kingdom legislation on safekeeping of financial instruments. Shard Capital's arrangements with External Custody Providers include covenants ensuring segregation and identification of Securities.

6.3 We have entered into a Custody Agreement with Third Platform Services Limited ("Third Platform Services") on behalf of ourselves and each of our clients, whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services (collectively, the "Custody Services") for our clients who are subject to these Supplemental Terms. Third Platform Services may also provide additional services such as investment dealing services as we may from time to time agree with Third Platform Services.

6.4 Third Platform Services, with company number 09588254, has its registered office at 17 Neal's Yard, London, WC2H 9DP. Third Platform Services is authorised and regulated under register number 717915 by the FCA, which is at 12 Endeavour Square, London, E20 1JN and is a member of the London Stock Exchange.

6.5 The current terms and conditions of Third Platform Services and the principal terms of the Custody Agreement with them as it applies to our clients, including you, are set out or summarised in these Supplemental Terms.

6.6 In consideration of Third Platform Services making their services available to you, you agree that:

i. we are authorised to enter into the Custody Agreement on your behalf as your agent and that you are bound by the terms of the Custody Agreement as summarised in these Supplemental Terms which constitute the formation of a contract between you and ourselves and also between you and Third Platform Services;
ii. we are authorised to give instructions (as provided for in these Supplemental Terms and the Custody Agreement) and provide information concerning you to Third Platform Services and Third Platform Services shall be entitled to rely on any such instructions or information without further enquiry;
iii. Third Platform Services is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Third Platform Services.

6.7 Third Platform Services shall open and maintain one or more account(s) on its books in connection with the services to be provided by Third Platform Services under these Supplemental Terms. Any cash and investments delivered by you or held for your account shall be recorded in such account(s).

6.8 Third Platform Services will register your investments either:

i. in an account designated with your name, if this has been requested by us; or
ii. in the name of a custodian nominated by Third Platform Services (which may be Third Platform Services' own nominee).

6.9 All investments held in custody will be pooled and allocated between clients in accordance with the FCA Rules, in particular the FCA Custody rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuer's register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis. All trades which Third Platform Services executes on your behalf will be undertaken on a delivery versus payment basis whereby money or investments will only be transferred from your account upon Third Platform Services receiving confirmation of a corresponding delivery of investments or cash having been made. Accordingly, in the normal course of business, shortfalls of cash or investments should not arise. However, in the unlikely event of a temporary shortfall arising in the value of investments being held on your behalf, Third Platform Services will, in the first instance, seek to cover such shortfall by transferring funds from the security deposit which Shard Capital maintains with Third Platform Services. To the extent that such security deposit is not sufficient to remedy the shortfall, Third Platform Services will, as far as practicable, utilise its own funds to bridge the remaining shortfall, unless it considers that another party is responsible for such shortfall. In this latter circumstance, Third Platform Services will take all reasonable steps to resolve the discrepancy without undue delay with the party concerned.

6.10 Third Platform Services will be responsible for receiving and claiming dividends and interest payments to be credited to you. Third Platform Services will also credit any trail, renewal or similar commission it receives for your account. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by Third Platform Services and/or the payee in accordance with applicable legal or regulatory requirements. Third Platform Services will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses Third Platform Services may incur in receiving and claiming dividends, interest payments and commission. Third Platform Services, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.

6.11 Third Platform Services may appoint agents, nominees and custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services may also appoint sub-custodians (including sub-custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as Third Platform Services considers appropriate. Third Platform Services will exercise reasonable care in the selection of agents, nominees and custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules which it will copy to us within a reasonable time before the custodian is appointed. Third Platform Services may from time to time notify us of its arrangements for holding securities in its own name or the name of its nominees and you agree that any such arrangements as so notified shall be binding on you. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any agents, nominees and custodians, securities depository, intermediate broker, clearing or settlement system or participant in such a system. In the case of any investments held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of investments.

6.12 Third Platform Services neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any transaction or order and relies on information provided to it by us in respect of all such matters. In the same way, we are not responsible for Third Platform Services' actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

6.13 You acknowledge that you have entered into a direct relationship for Custody Services with Third Platform Services. Where applicable, you will be required to complete Third Platform Services' client on-boarding documentation. Third Platform Services will be responsible for complying with the regulatory requirements relating to the provision of the Custody Services and will treat you as a retail client, unless otherwise notified in writing.

## 7. DEALING

**Third Platform Services Limited - Custody Services (Model B Arrangement)**

7.1 Third Platform Services will be responsible for executing bargains as instructed by us on your behalf.

7.2 For this this purpose we, rather than you, shall be Third Platform Services' client for the purposes of the FCA Rules. If Third Platform Services provides dealing services for your account and in doing so executes a transaction on your behalf, the following provisions shall apply:

i. all such bargains shall be executed by Third Platform Services subject to applicable FCA Rules and guidance and the rules of any relevant exchange, market or other execution venue;
ii. instructions from us in relation to such bargains will be regarded by Third Platform Services as specific instructions from you;
iii. bargains will be conducted in accordance with Third Platform Services' execution policy as amended from time to time, details of which are available at the following web address - thirdplatformservices.co.uk - including the possibility that it will execute some bargains otherwise than on an exchange, market or other execution venue within the European Economic Area ("EEA"); and
iv. following the execution of any bargains by Third Platform Services we will, unless you have otherwise instructed us, send a contract note or advice to you. The terms of any contract note shall be conclusive as to any matter contained or provided in such note unless Third Platform Services is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

## 8. SETTLEMENT

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

8.1 All bargains will be due for settlement in accordance with the terms of the relevant contract note or advice. You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and/or any relevant cash balance are delivered, transferred or paid to Third Platform Services (or to Third Platform Services' order) in sufficient time on or before the contractual settlement date to enable Third Platform Services to settle the transaction and that all cash and investments held by, or transferred to Third Platform Services will be and remain free from any lien, charge or encumbrance. All payments due to Third Platform Services will be made without set-off, counterclaim or deduction.

8.2 You acknowledge that in settling bargains on your behalf, Third Platform Services is acting as agent on your behalf and that Third Platform Services will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depository or transfer agent and delivery or payment will be at your entire risk.

8.3 You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that Third Platform Services shall have no obligation to account to you for any such cash or investments until you have performed your obligations in relation to such bargains and Third Platform Services, as your agent, has been able to settle the transaction. Third Platform Services shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any such cash received by Third Platform Services under a relevant settlement in discharge or reduction of any of your obligations in relation to such bargains.

8.4 All bargains will be settled in accordance with:

i. the rules, customs and practices of the exchange, market or other execution venue on which the bargain was executed and their related clearing house, clearing system or depositary; and
ii. the terms of any applicable agent or custodian employed by Third Platform Services, including but not limited to, any right of reversal of any bargain (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

## 9. INSTRUCTIONS

9.1 You shall promptly give any instructions to Shard Capital, which Shard Capital may require. If you do not give such instructions promptly, we may, at our reasonable discretion, take such steps at your cost, as we consider necessary or desirable for our protection or the protection of you. This provision is similarly applicable in situations when Shard Capital is unable to contact you.

9.2 We will accept instructions by telephone, post, facsimile or via email. However, please note that instructions sent to us by any means shall not be deemed to be received until expressly acknowledged by us by telephone, post, facsimile or via email. We may ask you to confirm some instructions orally or in writing. Specifically, you should note that we may, at our discretion, require oral authentication prior to arranging the execution of instructions for payments to pre-nominated third-party accounts, and we will require written confirmation prior to executing instructions for payments to any other third-party accounts.

9.3 We may refuse without liability on our part to accept or to act on any instruction if its authenticity is in doubt or if acting on it would be in breach of any of our policies, or of any law, market practice or rule of any relevant regulatory body. We are not obliged to give any reason for such a refusal but will notify you as soon as possible if an instruction is rejected.

9.4 Shard Capital may (but shall not in any circumstances be obliged to) require confirmation in such form as we may reasonably request if an instruction is to close your account or remit money due to you or if it appears to us that such confirmation is necessary or desirable.

9.5 You shall inform Shard Capital in writing of the persons you have granted a power of attorney to instruct us on your behalf. For practical reasons, Shard Capital can only undertake to register one power of attorney for a Client. If you at any time wish to revoke such a power of attorney, to change the extent of the power of attorney, or grant power of attorney to a different person, this shall also be communicated to Shard Capital in writing. Shard Capital is, in accordance with general rules regarding power of attorney, entitled to receive instructions from any person authorised by you as well as persons who appear authorised.

9.6 Pursuant to general rules regarding power of attorney, you are accountable to us for losses which we may incur as a result of instructions from a person who has explicit or implied power of attorney over your account.

9.7 Shard Capital shall act in accordance with instructions as soon as practically possible. However, if, after instructions are received, we believe that it is not reasonably practicable to act upon such instructions within a reasonable time, we may defer acting upon those instructions until it is, in our reasonable opinion, practicable to do so or as soon as possible notify you that we are refusing to act upon such instructions.

9.8 You acknowledge and accept that the dealing instructions we provide to the custodian may not be acted upon by the custodian on the day of receipt. You authorise Shard Capital to give instructions to the custodian in respect of the cash and investments held by the custodian on your behalf. You hereby authorise Shard Capital to take all such steps as may be necessary to provide the services prescribed by Clause 4 of these Supplemental Terms.

9.9 Telephone calls and electronic communications between us that result or may result in a transaction will be recorded. A copy of the recording will be available on request for a period of five years (or seven years if required by the FCA) from the date of the recording. We may make a charge for providing a copy of the recording.

9.10 Communications between us will be in the English language. We will provide information to clients about the benefits, risks and costs associated with our products and services to help them understand what they can reasonably expect. We will provide appropriate information in a way that aims to be clear, fair and not misleading. We will pay due regard to our clients' information needs in a timely way.

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

9.11 Third Platform Services shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as Third Platform Services may require. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Third Platform Services shall be entitled to rely upon and act in accordance with any instruction which Third Platform Services believes in good faith to have been given by us and our agents on your behalf. Third Platform Services reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Third Platform Services will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third Platform Services' reasonable control.

9.12 Third Platform Services may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Third Platform Services will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA.

9.13 You should direct all enquiries regarding your account to us and not to Third Platform Services.

9.14 Any communications (whether written, oral, electronic or otherwise) between you and Third Platform Services shall be in English.

## 10. AGGREGATION OF ORDERS

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

10.1 Third Platform Services may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders. You acknowledge that aggregation of such orders may operate on some occasions to your advantage and on some occasions to your disadvantage.

10.2 Third Platform Services may aggregate any order with its own orders, orders of connected persons and orders of other customers and clients. Third Platform Services will only aggregate orders if the conditions set out in the relevant FCA Rules are met: that it would be unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated; and that Third Platform Services will disclose to each client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order; and that an order allocation policy will be established and effectively implemented. This disclosure is taken as compliance with that requirement.

## 11. CLIENT MONEY

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

11.1 Any money (in any currency) received by Third Platform Services for the account of any client will be received and held by Third Platform Services in accordance with the FCA Rules, and in particular the FCA Client Money rules, unless otherwise agreed or requested. Client Money will (unless we instruct Third Platform Services to pay such money into a designated client account) be held in an omnibus Client Money account with an approved bank, or banks, nominated by Third Platform Services in which Third Platform Services will hold all money it is holding on behalf of our clients.

11.2 In the event of an irreconcilable shortfall in the omnibus Client Money account following a default of an approved bank or any third party holding money on behalf of our Clients (such as a clearing house, settlement or money transfer system) you may not receive your full entitlement and may share in any shortfall on a pro rata basis. It is our responsibility to bring these arrangements to your attention.

11.3 Third Platform Services may, from time to time, hold Client Money in a client bank account with an approved bank outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to the approved bank with which such money is held will be different from that of the United Kingdom and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money was held by an approved bank in the United Kingdom. It is our responsibility to bring these arrangements to your attention.

11.4 Third Platform Services will pay interest on Client Money at such rate as it may specify and such interest will be credited to each Client Money account monthly.

11.5 You agree that Third Platform Services will cease to treat as Client Money any unclaimed balances after a period of six years and Third Platform Services has otherwise taken reasonable steps to trace you and return any balance to you. Third Platform Services will nevertheless make good any subsequent valid claim against such balances.

11.6 Third Platform Services may also appoint agents, sub-nominees and sub-custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services will exercise reasonable care in the selection of agents, sub-nominees and sub-custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system. In the case of any securities held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of securities.

11.7 Third Platform Services reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Third Platform Services for your account.

**12. CATEGORISATION AND CAPACITY**

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

12.1 For the purposes of the FCA Rules, Third Platform Services shall (unless otherwise separately notified to you by them) adopt the same client categorisation in relation to you as that determined by us and rely on information provided to them by us as to that categorisation.

12.2. The following provisions shall apply to you if you fall within the categories specified below:

i. joint account holders shall be jointly and severally liable to Third Platform Services and Third Platform Services may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;

ii. the trustees of any trust shall be regarded as Third Platform Services' client (as opposed to any beneficiary) and shall be jointly and severally liable to Third Platform Services; and

iii. all the partners of any partnership which is Third Platform Services' client shall be jointly and severally liable to Third Platform Services.

12.3 Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain, liable to Third Platform Services as principal in relation to any bargains which are to be performed under these Supplemental Terms and Third Platform Services will treat you as its client under the FCA Rules. You agree that you will be liable to Third Platform Services jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to Third Platform Services.

**13. CORPORATE ACTIONS**

13.1 Where we have provided notice of a Corporate Action, you are responsible for ensuring that instructions are provided to us by the time stated in the notice in order for us to instruct the custodian accordingly. If we do not receive an instruction within the terms and timing of the notice, any default option specified in the notice will be applied on your behalf. If a Corporate Action is a rights issue that requires additional funds from you, it is your responsibility to ensure that cleared funds are available in your account by the time stated in the notice. We are not responsible for the consequences of any failure to provide instructions to us by the stated time once notification has been given, or the consequences of any default option applied on your behalf or any alternative instructions we receive. We are not obliged to do more than give one notification on each relevant matter.

13.2 Where we are acting as your discretionary investment manager, we will always deal with any Corporate Action in what we reasonably believe to be the best interests of our clients and notify the custodian promptly of any action required. We will notify you of any decision we take regarding Corporate Actions in our periodic reports to you.

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

13.3 Third Platform Services shall not be responsible for informing us of any Corporate Actions concerning investments held in custody but will nevertheless do so insofar as reasonably practicable. Third Platform Services will take up or participate in such events as instructed by us provided that such instructions are received within such time as Third Platform Services may stipulate. All entitlements relating to Corporate Actions in connection with investments held in pooled accounts will be allocated as far as is reasonably possible on a pro-rata basis, however, Third Platform Services may if this is not possible adjust the allocation of entitlements in such a way as appears to them to achieve a fair treatment for all participants in the pool.

**14. RIGHTS OVER YOUR ASSETS**

14.1 Subject to FCA Rules, if, at any time, you have failed to pay us sums due under the Terms or these Supplemental Terms, or we have reason to believe that you may be unable or unwilling to meet your future liabilities under the Terms or these Supplemental Terms, the custodian shall be entitled (and are irrevocably authorised by you) to, without providing any advance notice, use any cash, or sell any investments, held by or registered with the custodian or nominee and use the proceeds (after deducting any costs in doing so) to eliminate or reduce any unpaid obligations owed to us. Any surplus remaining after discharging the obligations owed to us will be paid to you. If the cash and proceeds of disposals do not cover all the obligations owed to us, you will still owe us the balance.

14.2 You agree that we may set off, transfer or apply (without further notice to you) any obligations or monies owed by us to you in order to satisfy in whole or in part any debt or obligation or sum that is due from you to us.

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

14.3 As continuing security for the payment of all sums due to Third Platform Services including any present and future obligations by you, you hereby agree to grant Third Platform Services:

i. a continuing general lien and right of set-off over and in respect of, all and any investments, documents of title to property, documents representing property and all money, investments and other assets of any nature held by or subject to the control of Third Platform Services (its nominees and custodians) for your account (including, without limitation, the benefit of all contractual rights and obligations and any proceeds of sale).

14.4 You and we will, at the request of Third Platform Services, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints Third Platform Services as their attorney to take any such action on their behalf.

14.5 If you fail to comply with any of your obligations to Third Platform Services, the security interest referred to in Clause 14.3 shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by the Custody Agreement) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to the Custody Agreement. In such circumstances, Third Platform Services may without prior notice and free of any interest of yours, sell, charge, pledge, deposit, realise, borrow or otherwise deal, with any investments or other assets Third Platform Services their nominees and custodians are holding for your account on any terms it considers appropriate. The proceeds of any sale or realisation of such investments or other assets and any moneys from time to time deposited with or held by Third Platform Services their nominees and custodians under the Custody Agreement, shall be applied towards the satisfaction of your liabilities to Third Platform Services.

14.6 Third Platform Services shall have no liability whatsoever to you or us for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you or us in consequence of any exercise by Third Platform Services of any right or remedy hereunder and any purchase, sale, or other transaction or action that may be undertaken by Third Platform Services shall be at such price and on such terms as Third Platform Services shall reasonably determine.

14.7 In exercising any right or remedy pursuant to this Clause 14, Third Platform Services is authorised to combine accounts, effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of, you or us, at such rates and in such manner as Third Platform Services may reasonably determine.

14.8 No third party shall be required to enquire as to the validity of the exercise by Third Platform Services of its powers under this Clause 14.

**15. JOINT ACCOUNTS**

15.1 Unless separate arrangements are put in place at the outset, we will assume that, where you have entered into this Agreement jointly with another person or other persons, you (the joint account holders) will hold any assets in your account as joint tenants, and accordingly, the assets therein will be owned jointly by all of you without any distinction between you as regards ownership of specific assets or proportion thereof. We shall be entitled to hold you jointly and severally liable for any debt or charge arising out of this Agreement and on the death of one of joint tenants, ownership of any assets in the account will pass to the survivor(s).

15.2 This Agreement will remain in force notwithstanding the death or other incapacity of any one or all of you until we confirm in writing that we have received either:

i. written notice from your personal representative(s) of the death or legal incapacity of all of you; or
ii. notice of termination from any one of you.

15.3 Notice issued by us will be effective in relation to each of you if served on any one of you.

13.4 Unless we are instructed otherwise, all communications that we send to you such as trade confirmations, statements and valuations will be sent only to the first-named client in a joint account.

**16. TRUSTEES**

16.1 Where you are acting as trustees, you will be exclusively responsible for compliance with the Trustee Act 2000 as amended from time to time ("the Act"). If we provide a discretionary service, the Act requires you to prepare and regularly review an appropriate policy statement. If you do not provide us with a policy statement of your own, you agree that we shall be entitled to treat your instructions and investment objectives as set in the client take on documents, once completed and signed by you, as your policy statement duly adopted as such by you.

16.2 If you provide us with a policy statement of your own, we draw your attention to the possibility that matters defined in it, such as risk profiles, account composition and investment objectives may differ from our own descriptions as set out in this Agreement. The Act requires you to ensure that we comply with the policy statement and that you keep under review the terms under which we provide our service.

The effect of these obligations under the Act is that, as the contractual basis of the relationship between us is contained exclusively in this Agreement, it is your responsibility as trustees to set out, review and where necessary amend your instructions and investment objectives to ensure that they are, and remain, in conformity with your policy statement.

16.3 We will accept instructions regarding the account from one or more individual nominated trustees or their agent, provided that those trustees with authority to execute account agreements on behalf of the trust, signing jointly, authorise us to accept instructions given in this manner, either in the account opening documentation or by way of an original or certified copy of a mandate to this effect.

**17. CHARGES AND FEES**

17.1 In consideration of the provision of our services on an ongoing basis as set out at Clause 4 of these Supplemental Terms, you will pay us such charges and fees for our services as are set out in the accompanying Schedule of Charges or as we may agree separately in writing from time to time.

17.2 Where a management fee is applied to your account, the fee is debited by the custodian from your cash account on a quarterly basis in arrears and paid to us. The management fee will be determined at the time of fee calculation, based on the actual portfolio value and in accordance with the calculation method detailed in our Schedule of Charges. As your portfolio varies from quarter to quarter, the management fee may increase or decrease accordingly.

17.3 When we enter into a foreign exchange transaction on your behalf, you will be responsible for paying the market quoted exchange rate together with our applicable foreign exchange fee as set out in the Schedule of Charges or otherwise notified to you from time to time.

17.4 In addition to our fees and charges, you agree that you will be responsible for any other fees or charges that may be incurred as a result of our provision of services to you including third-party banking fees. You agree that you will also pay any Value Added Tax (“VAT”), or any other applicable tax or levy that is due or chargeable in relation to any charges or fees.

17.5 The custodian may exercise a right to use any cash or sell investments held within your account and use the proceeds to cover any unpaid costs, losses or claims which you are responsible for under the Terms or these Supplemental Terms.

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

17.6 Any fees or charges payable by you in relation to the services provided by Third Platform Services and taxes payable via Third Platform Services will be set out in our charging schedule as notified to you from time to time. Third Platform Services is entitled to pay such charges out of assets and money held for you or by set off under Clause 14 or to require you to pay them direct to it or via us. You may be liable for other taxes or charges not payable via Third Platform Services.

**18. NON- UK TAXATION**

18.1 If you are a taxpayer and/or resident outside the United Kingdom or hold non-United Kingdom investments, you may be liable to account to non-United Kingdom tax authorities for any capital or income earned. You will retain sole responsibility in relation to these matters.

18.2 You undertake to notify us immediately in writing of any change to your address or tax residency.

18.3 Where, due to either United Kingdom legislation or to contractual arrangements that we have entered into with foreign tax authorities, we are required to identify your tax status and/or withhold tax, then you agree to provide us with all information as may be required, and you further confirm that in the absence of all requisite information, we may take steps including notifying the relevant tax authority.

18.4 In particular, you should note that in accordance with United States Internal Revenue Service regulations, we are required to identify beneficial owners of United States securities. To enable us to deal in United States securities on your behalf, you must complete relevant United States tax documentation (e.g. a W-8BEN, W-8BEN-E, W-9 or W-8IMY Form) or provide us with certified copies of your passport and proof of address. Failure to do so may result in additional tax being withheld on income or capital gains originating from United States securities.

18.5 Where you are a trust or an entity that is classified as a "financial institution" under the Organisation for Economic Co-operation and Development's Common Reporting Standard, you undertake to report any reportable persons to the applicable tax authority, where such persons are tax resident in a reportable jurisdiction.

## 19. CLIENT REPRESENTATIONS AND WARRANTIES

**Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when dealing with you. Please read this section carefully.**

19.1 You warrant that you have full power to enter into the Terms and these Supplemental Terms, and that the monies you entrust us to manage shall be free from all liens and charges and undertake that no liens or charges will arise from any acts or omissions on your part, other than as agreed between us from time to time.

19.2 You undertake not to deal, except through us, with any of the cash or assets held in your account and not to authorise anyone else to deal in any of them other than with our prior agreement.

19.3 You warrant that any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is complete and correct, and you agree to provide any further information properly required by any competent authority.

19.4 You will notify us promptly if there is any material change in any information you have provided to us and will provide such other relevant information as we may from time to time reasonably request in order to fulfil our regulatory and contractual obligations. You acknowledge that any failure to provide such information may adversely affect the quality of the services that we may provide.

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19.5 You represent and warrant, jointly and severally with us, to Third Platform Services that all money, investments or other assets of any nature transferred to or held by Third Platform Services their nominees and custodians for your account are your sole and beneficial property or are transferred to or held by Third Platform Services their nominees and custodians with the legal and beneficial owner's unconditional consent and are free of such owner's interest and, in any event, are and will be transferred to or held by Third Platform Services their nominees and custodians free and clear of any lien, charge or other encumbrance and undertake that neither you nor we will charge, assign or otherwise dispose of or create any interest therein.

## 20. LIABILITY AND INDEMNITIES

**<u>Please read this section carefully. It includes details of situations where you will be responsible for making a payment to us above and beyond the fees and charges set out in the Schedule of Charges.</u>**

20.1 Neither we, nor any of our directors, employees, delegates or agents, shall be liable for any loss, damage liability, claim or expense sustained by you as a direct or indirect result of the provision by us of our services, save that nothing in the Terms or these Supplemental Terms shall exclude or restrict any liability resulting directly from our negligence, fraud or wilful default or any contravention by us of the FCA Rules. We shall not be liable for any indirect or consequential loss or loss of profit or losses that were not reasonably foreseeable to both of us or for any losses that arise from any damage to your business or reputation.

20.2 You undertake to reimburse us and each of our employees, delegates and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than our corporation tax) which are caused by:

i. the provision by us of our services to you;
ii. any material breach by you of any of the Terms or these Supplemental Terms;
iii. any default or failure by you in performing your obligations to make delivery or payment when due; or
iv. any defect in title or any fraud or forgery in relation to any investments delivered to the custodian by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.

20.3 In relation to trustees, liability under the Terms and these Supplemental Terms shall be limited, in the absence of fraud, to the assets of the trust.

20.4 We shall not be entitled to be indemnified against the consequences of our own negligence or wilful default or any contravention by us of any provision of FCA Rules.

20.5 We do not give any warranty or undertaking as to the performance or profitability of your account (or any part of it) or that any specific investment objectives can be successfully achieved.

20.6 You will be responsible for obtaining your own advice on the taxation, legal, regulatory or accounting consequences of any investment or investment strategy. We may occasionally engage third parties to give you advice on certain aspects of tax, but we accept no liability for their advice, and you will always be responsible for obtaining such advice in relation to your overall situation.

20.7 Nothing in the Terms or these Supplemental Terms shall limit our liability for death or personal injury nor allow us to recover the same loss or cost more than once.

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20.8 Neither Third Platform Services, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by Third Platform Services of its services, save that nothing in the Terms or these Supplemental Terms exclude or restrict any liability of Third Platform Services resulting from:

i. death or personal injury;
ii. breach of any obligation owed to you under the regulatory system; or
iii. the negligence, fraud or wilful default of Third Platform Services.

20.9 Third Platform Services shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by Third Platform Services' negligence and/or breach of contract and even if such loss was reasonably foreseeable or Third Platform Services had been advised of the possibility of your incurring the same.

20.10 You undertake to indemnify Third Platform Services and each of its directors, employees and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than Third Platform Services' corporation tax) which are caused by:

i. the provision by Third Platform Services of its services to you;
ii. any material breach by you of any of the Terms or these Supplemental Terms;
iii. any default or failure by you in performing your obligations to make delivery or payment when due; or
iv. any defect in title or any fraud or forgery in relation to any investments delivered to Third Platform Services by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.

20.11 Third Platform Services shall not be entitled to be indemnified against the consequences to it of its breach of any obligation owed to you under the regulatory system or its own negligence, fraud or wilful default.

20.12 The provisions of the Terms and these Supplemental Terms shall continue to apply notwithstanding the fact that we or Third Platform Services cease to provide services and shall be in addition to any other right of indemnity or claim whether pursuant to the Terms or these Supplemental Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

**21. FORCE MAJEURE**

21.1 Neither we, nor any of our directors, employees, delegates or agents shall be liable for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond our reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of our obligations shall be suspended pending resolution of the event or state of affairs in question.

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21.2 Third Platform Services shall not be responsible or liable for any failure to provide any of the services if such failure results wholly or partly from any event or state of affairs beyond Third Platform Services' reasonable control (including, without limit, any failure of communication or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange, market or other execution venue, clearing house, broker, intermediary, settlement agent or OTC counterparty or any fire, flood or other natural disaster) and, in such circumstances, all and any of Third Platform Services' obligations shall be suspended pending resolution of the event or state of affairs in question.

**22. CONFLICT OF INTEREST**

22.1 We, or our associates may provide services or enter into transactions in relation to which we, or our associates have, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. We will ensure that such transactions are effected on terms which are not materially less favourable than if the conflict had not existed.

22.2 We may accept minor non-monetary benefits from third parties in connection with our services to you (such as information relating to investments or investment services or participation in conferences or other training events on the benefits and features of specific financial instruments or investment services) where we believe they enhance the quality of the service provided to you and are of a scale and nature that they could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in the best interests of our clients.

22.3 Summaries of actual and potential conflicts, conflict management policies and details of any conflicts we are not able to manage are set out in our conflicts of interest policies and procedures, which are available on request.

22.4 We will ordinarily act as your agent and you will therefore be bound by our actions under the Terms and these Supplemental Terms. The provision of services under the Terms and these Supplemental Terms shall not give rise to any fiduciary or equitable duties which would oblige us to accept responsibilities more onerous than set out in the Terms and these Supplemental Terms, or which would prevent or hinder us in effecting transactions for you.

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22.5 Third Platform Services or its associates may provide services or enter into bargains in relation to which Third Platform Services, or its associates, has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. Third Platform Services or any of its associates may, for example:

i. be the counterparty to a transaction that is executed by Third Platform Services (whether or not involving a mark-up or a mark-down by Third Platform Services or its associates);
ii. be the financial adviser to the issuer of the investment to which any instructions relate;
iii. have a (long or short) position in the investments to which any instructions relate; or
iv. be connected to the issuer of the investment to which any instructions relate.

22.6 Third Platform Services may receive remuneration from fund managers in connection with Third Platform Services providing services to them. These payments are calculated by reference to the value of assets that Third Platform Services holds in custody for its clients.

22.7 Third Platform Services has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to pay due regard to the interests of their clients, treat them fairly and manage conflicts of interest fairly, between both themselves and their clients and between different clients.

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

**23. DATA PROTECTION AND CONFIDENTIAL INFORMATION**

23.1 We are not obliged to disclose to you or take into consideration, information, the disclosure of which would be a breach of duty of confidence owed to any other person, or which comes to the notice of an employee, officer or agent of ours, but not to the actual notice of the individual(s) managing your account.

23.2 The information we hold about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. We will only disclose your information to third parties in the following circumstances:

i. where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
ii. to investigate or prevent fraud or other illegal activity;
iii. in connection with the provision of services to you by us;
iv. for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments or the verification of your identity and/ or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations;
v. if it is in the public interest to disclose such information; or
vi. at your request or with your consent, subject to the proviso that we may disclose your information to certain permitted third parties, such as members of our own group and our professional advisers who are bound by confidentiality codes.

23.3 We will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

23.4 We may use, store or otherwise process personal information provided by you to us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments or the verification of your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations. In the United Kingdom, we operate, and have made all appropriate notifications in accordance with, applicable data protection legislation. For the purposes of data protection legislation, we are a data controller.

23.5 To the extent that you have provided sensitive personal information to us and have explicitly consented to us using such information, either as part of your declaration in the Application Form or by granting consent at the time you provided us with the information, we may use this information to enable us to provide investment services to you. Sensitive personal information comprises personal data revealing medical history, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

23.6 The legal basis for us processing your personal information will typically be because the processing is necessary: (i) to fulfil our obligations under the Terms or these Supplemental Terms; (ii) for our legitimate business interests; (iii) for compliance with a legal obligation to which we are subject; or (iv) because you have provided us with your consent or explicit consent in the case of sensitive personal information.

23.7 In accordance with data protection laws, you are entitled to a copy of the information we hold about you and to be informed about the purposes for which it is being or will be processed and the recipients or classes of recipients to whom it is being or will be disclosed. In addition, you have other rights under applicable data protection legislation that you may exercise against us along with the right to lodge a complaint with the applicable data protection supervisory authority (being the Information Commissioner's Office or any superseding or replacement body). If you would like to request copies of this information, please contact us. If you would like more information about how to exercise your other rights, please contact us directly. We may charge a fee for providing this information to you (details of which are available upon request). If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate. Where we process your personal information on the basis of your consent you can withdraw your consent at any time.

23.8 We will retain your personal information for as long as is reasonably necessary for the purposes listed above or as required by local applicable law. Usually, we will retain our file and information in relation to you and your account after the termination of our agreement for such period as may be required by law or for 6 years (whichever is longer). All papers and files, including important original documents, will be stored in our archive storage facilities. Please contact us directly for further details of applicable retention periods.

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23.9 Third Platform Services may use, store, or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. In the United Kingdom, Third Platform Services operates in accordance with applicable data protection legislation. The Custody Agreement sets out certain obligations on Third Platform Services as the Data Processor of your personal information, as required by that legislation.

23.10 The information Third Platform Services holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third Platform Services will only disclose your information to third parties in the following circumstances:

i. where required by law or if requested by the FCA or any other regulatory authority or exchange having control or jurisdiction over Third Platform Services (or any associate);
ii. to investigate or prevent fraud or other illegal activity;
iii. in connection with the provision of services to you;
iv. for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;
v. if it is in the public interest to disclose such information; or
vi. at your request or with your consent, subject to the proviso that Third Platform Services may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes.

23.11 Third Platform Services will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

23.12 Please be advised that, in using the services, you explicitly agree that Third Platform Services may send your information internationally including to countries outside the European Union, including the United States of America. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the United Kingdom in terms of the possible risks and safeguards. However, Third Platform Services will always take steps to ensure that your information is used by third parties in accordance with its policy from time to time.

23.13 In accordance with data protection laws, you are entitled to a copy of the information Third Platform Services holds about you. In the first instance, you should direct any such request to us and we will pass your request on to Third Platform Services. You should let us know if you think any information Third Platform Services holds about you is inaccurate and we will ask Third Platform Services to correct it.

## 24. COMPLAINTS AND COMPENSATION

**Third Platform Services Limited – Custody Services (Model B Arrangement)**

24.1 In the event of any complaint regarding Third Platform Services' services, you should contact the Compliance Officer of Third Platform Services.

24.2 The Compliance Officer of Third Platform Services will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating, the Compliance Officer will write to you detailing the results of the investigation and offering, where appropriate, redress.

24.3 Third Platform Services will consider a complaint to be closed in any of the following circumstances:

i. If at any time you have accepted in writing an offer of redress or have written to Third Platform Services confirming that you are satisfied with their response to the complaint (or simply confirm in writing that you wish to withdraw the complaint). The Compliance Officer will write to you acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or

ii. If you have not replied to an initial or interim letter offering redress having been invited to do so within eight weeks of the date of the letter.

24.4 Third Platform Services is covered by the United Kingdom Financial Services Compensation Scheme. Depending on the type of business and your circumstances, compensation may be available from that scheme if Third Platform Services cannot meet its obligations to you. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

## 25. DELEGATION, APPOINTMENT OF AGENTS AND ASSIGNMENT

25.1 We may delegate any function or service that we are required to provide under these Supplemental Terms to a third party, including an associate, and may provide information about you for this purpose. Any such delegation will not affect our liability to you or our obligation to provide any services under these Supplemental Terms. We will not be required to provide you with any notice of any arrangements that we may make to delegate any function, but we will not without your written consent delegate the whole or substantially the whole of our investment discretion where applicable.

25.2 We may employ agents, including an associate, to perform any administrative, dealing or ancillary services to enable us to perform our services under these Supplemental Terms. We will act in good faith and with reasonable skill and care in the selection of agents.

25.3 We may assign any of our rights under these Supplemental Terms to any of our associates without your consent. However, should we do so, we will provide you with written notice. You agree that you will enter into any documentation that may be required to facilitate such an assignment. If you are unhappy with our decision to assign, we remind you that you have the right to terminate the Terms and these Supplemental Terms immediately on written notice (see Clause 7 of the Terms).

25.4 Your rights under these Supplemental Terms are personal to you and are not capable of assignment. Similarly, your obligations under these Supplemental Terms may not, without our prior written agreement, be performed by anybody else.

**26. AMENDMENT**

26.1 We reserve the right to alter these Supplemental Terms at any time. Alterations may be made to make them fairer to you, more easily understandable, correct a mistake, reflect a change in market conditions or practice, reflect a change in the law or regulation or any code or application of practice, reflect a change in technology, cover a development or change in our service or facilities, ensure good management or competitiveness of our business or for any other reason that we may deem to be valid.

26.2 You are deemed to have consented to any alteration that may be affected to these Supplemental Terms if you continue to receive the services or if we do not receive notification otherwise from you, in writing, within the time that the changes were notified to you and their coming into effect.

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26.3 You agree that Third Platform Services has the right under the Custody Agreement to alter these Supplemental Terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice. We are unable to influence any such amendments.

**27. SEVERANCE**

27.1. If any provision (or part of a provision) within 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 legality, validity and enforceability of the rest of these Supplemental Terms.

**28. JURISDICTION**

28.1. These Supplemental Terms are subject to English Law and you agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute regarding them.

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28.2. These Supplemental Terms shall be governed by English Law and you hereby irrevocably submit for the benefit of Third Platform Services to the non-exclusive jurisdiction of the courts of England.

**29. MISCELLANEOUS**

29.1. Our obligations to you shall be limited to those set out in the Terms, these Supplemental Terms and that are imposed by applicable law which we have not excluded in the Terms or these Supplemental Terms. In particular, we will not owe you any wider duties of a fiduciary nature.

29.2. In the event that the overall value of your account (as evaluated from the last report) depreciates by 10% (and thereafter at multiples of 10%), we shall notify you of this depreciation within one business day. If your account has positions in contingent liability transactions and the initial value of each instrument depreciates by 10% (and thereafter at multiples of 10%), we shall notify you of the depreciation within one business day.

29.3. We may, as part of our services to you, offer Capital Gains Tax ("CGT") and/or other tax computations or information. Such computations and/or information will be provided in good faith, but we do not give any representation or guarantee as to their accuracy or completeness. We accordingly do not accept responsibility for the consequences of any action(s) that you may take in reliance on it and we expect that you will seek independent expert advice as appropriate to your requirements in this area.

29.4. Any failure by us (whether continued or not) to insist upon strict compliance with any of the Terms or these Supplemental Terms shall not constitute nor be deemed to constitute a waiver by us of any of our rights or remedies. The rights and remedies conferred upon us shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise by us of any other additional rights and remedies.

29.5. In the event of there being any inconsistency between any of these Supplemental Terms and any relevant rule of the FCA or any Exchange or market (including any associated clearing house or clearance system), the relevant rule will take precedence.

29.6. In these Supplemental Terms, references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

29.7. No failure or delay by either of us in exercising any right, power or privilege in these Supplemental Terms shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

29.8. The rights and remedies provided in these Supplemental Terms are cumulative and not exclusive of any rights and remedies provided by law.

29.9. No third party shall be entitled to enforce the Terms or these Supplemental Terms in any circumstances.

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29.10. Third Platform Services' obligations to you shall be limited to those set out in these Supplemental Terms and Third Platform Services shall, in particular, not owe any wider duties of a fiduciary nature to you.

29.11. Any failure by Third Platform Services (whether continued or not) to insist upon strict compliance with any of these Supplemental Terms, shall not constitute nor be deemed to constitute a waiver by Third Platform Services of any of its rights or remedies.

## NOVEMBER 2023