



**Terms & Conditions**

January 2025

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## Anti Money Laundering.

### Verification of Identity for Individuals

We are required to obtain proof of your identity and proof of your address.

Commonly we would ask for:

1. Photo ID e.g., a Passport or Drivers License
2. Bank Statement or Utility Bill

We will use commercially available software to perform Anti Money Laundering checks to comply with our legal and FCA responsibilities by signing this agreement you authorise this check.

We may require certified copies.

### Verification of Identity Corporate entities

Certificate of Incorporation
List of Shareholders controlling above 10%
Memorandum & Articles of Association
Trust Deed where relevant
Board resolution authorising the account to be set up and who is the person authorised to give in instructions.
Authorised signatory list.
AML on shareholders controlling above 10%
AML on Authorised person
Most recent report & accounts
For regulated entities regulator & regulated reference number
Company no
Entity of incorporation

### Evidence:

Any certification of a document should state “I hereby certify that this is a true copy of the original” This should bear the official stamp, signature, name, and professional status of the signatory, to be dated within the past three months.

### Source of Funds

We may be required to be in receipt of original documents identifying the source of funds. Please attach certified statements or appropriate explanatory documentation to verify the source of funds.

## CFM Portfolio Management

The Investment Manager will act as your agent in managing your investment portfolio held with a custodian as deemed suitable following our on boarding process in doing so you explicitly agree to the Investment Manager sharing your KYC (Know Your Client) information that it holds about you with the custodian in the normal course of running that investment portfolio.

CFM will choose a suitable custodian and stockbroker to hold the underlying investments and client cash. By signing this agreement, you undertake to give CFM authority to choose which stockbroker to use and to be able to move the account should CFM wish to do so at any time. That broker/custodian undertakes to take CFM's sole instructions in appointing them or indeed to support the transfer of the assets at CFM's choosing to another custodian without having to refer directly to CFM's underlying client.

### **Risk Definition**

All investment decisions involve a degree of risk and it is essential to establish the degree of risk that is acceptable to you. Assessments of risk are subjective and may change over a period in response to specific events or economic forecasts. Risk is managed by the creation of a diversified portfolio within appropriate markets and financial instruments throughout geographical areas and currencies. In following your stated wishes and objectives within this agreement, we endeavour to create a suitable portfolio. To then end our on-boarding process will require you to complete our fact find and attitude to risk questionnaire.

### **Basis of Advice**

Capital Financial Markets do not advise on mortgage, general insurance, life insurance or protection.

**ISAs.** Capital Financial Markets offer a stocks and shares ISA wrapper which can hold securities listed on any recognised investment exchange. CFM use Third Platform Services Limited as the registered ISA provider.

**SIPPs** (Self Invested Personal Pension) – CFM are able to manage portfolios within any SIPP so long as the SIPP manager allows a third-party manager.

CFM Utilise stockbroker Nominee accounts to hold client investments. CFM has the FCA permissions to appoint sub custodians as it sees fit and to pass orders to these organisations.

### **Limits and Restrictions**

Please detail below any limits or restrictions you wish to apply that you have not already stipulated in this agreement.

### **Valuations**

CFM will supply you with quarterly valuations of your portfolio. (NB. CFM will not supply valuations for certificated accounts).

N.B. A Corporation must execute this Application form under its Common Seal or under the hand of a duly authorised officer(s) whose capacity should be stated.

Applications signed under a Power of Attorney will not usually be accepted. Please refer to the Investment Manager.

Please complete appropriate sections in full and ensure that all appropriate documentation is attached to this agreement.

## Standard Fees and Commissions

### Discretionary Investment Management

Annual Management Fee	1% of funds under management + VAT
Dealing charge (levied on each transaction)	As per client agreement.

### Advisory Investment Management

Annual Management Fee	1.25% of funds under management
Dealing charge	1% of transaction value

### Advisory dealing

Min £750 per annum

Per transaction	1.5% of first £10,000 + 0.5% of transaction value
<i>Execution only dealing</i> per transaction	1.5% of first £10,000 + 0.5% of transaction value

### AIM IHT Discretionary Managed Portfolio

Annual Management Fee	1.5% of funds under management pa
Dealing charge	1.5% of transaction value

Establishment of SIPP and transfer in of two Personal Pension schemes One off £700

Ad hoc Financial Advice £150 per hour

### Additional or ad hoc charges

Safe custody charge	0.12% per annum. VAT is not applicable.
Software charge.	0.03% per annum + VAT.
Certificated dealing: additional Bargain charge	£30.00
Applied to all trades:	
Compliance and settlement charge	£20.00
Cash Withdrawal Charge	
Faster payment	Free (Up to £250,000)
BACs	£15
Chaps	£25
Proxy Vote/Attendance at AGM	£20

Annual Management fees levied quarterly. Brokerage commissions per transaction. Claimed from the custodian by CFM.

Transfer out £20 per line of stock & £150 closure fee

## Treating Customers Fairly (TCF)

At Capital Financial Markets we endeavour to put clients' interests first. We are required by our regulator the Financial Conduct Authority (FCA) to observe the six TCF outcomes; and these are central to guarantee best practice.

- Outcome 1: Consumers can be confident that they are dealing with firms where the fair treatment of customers is central to the corporate culture.
- Outcome 2: Products and services marketed and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly.
- Outcome 3: Consumers are provided with clear information and are kept appropriately informed before, during and after the point of sale.
- Outcome 4: Where consumers receive advice, the advice is suitable and takes account of their circumstances.
- Outcome 5: Consumers are provided with products that perform as firms have led them to expect, and the associated service is of an acceptable standard and as they have been led to expect.
- Outcome 6: Consumers do not face unreasonable post-sale barriers imposed by firms to change product, switch provider, submit a claim or make a complaint.

## Capital Financial Markets Risk Graded Bespoke Portfolio's

When selecting or being advised to take a discretionary managed service, CFM will categorise your portfolio into a risk grade. This risk grade will reflect the proportion of assets which are to be invested in the main asset classes of Equities, Fixed Interest, Infrastructure and Property. This asset allocation is to control the level or risk being taken. In portfolios where the aim is capital growth the proportion of growth-related assets (usually equities) will be higher.

Portfolio Category	Investment Objective	Investment Risk Grade
CFM1	Capital Preservation	Low
CFM 2	Income	Medium
CFM 3	Capital Growth & Income (Total Return)	Medium-High
CFM 4	Capital Growth	High

CFM categories as at 1<sup>st</sup> January 2025

## Asset allocations

Portfolio Category	Asset Allocation %		
	Cash	Bonds	Equities
CFM1	0-10%	70-100%	0-30%
CFM 2	0-5%	30-60%	40-70%
CFM 3	0%	0-40%	60-100%
CFM 4	0%	0-10%	90-100%

As at 1<sup>st</sup> January 2025



## Best Execution Policy

We try to do the best we can for our clients. This is a regulatory obligation for all stockbrokers and other financial organisations. One of the basics of our service is to transact our clients' orders quickly, efficiently and with their best interests firmly to the fore. This is embodied in the requirement for firms like ours to establish, communicate and monitor a 'Best Execution Policy' which sets out how the firm will deal with orders so that clients can be confident that their interests will be properly served.

### ***What does it mean?***

Basically, it describes the issues we will consider in deciding how and where (in terms of execution venue) different types of orders will be dealt, with the most important consideration being the best outcome for the client.

Various characteristics of the financial instrument concerned, (how, where, and how frequently it is traded etc), the size of the order and settlement period required, the possible execution venues available and whether we classify the client as retail or professional, will all be considered. Having done this, we will decide which execution venue we feel is most likely to achieve the best result and place the order accordingly.

In modern markets, with a variety of venues available, it is impossible to guarantee the best possible price on every occasion. Our obligation is to have established and communicated our 'Best Execution Policy' (i.e., this document) reasonably, to execute it properly, and to monitor it regularly. Best execution for the majority of client orders will primarily be a case of achieving the best price (because most orders will be standard in terms of instrument, settlement period, size, and nature etc.), although other features of the order will be considered where relevant. For the majority of client orders the choice of execution venue will not involve any extra charges for the client, but, if this is the case, it will be considered. Where an order is received 'at best' (or 'at market') ~ i.e., for immediate execution at the best outcome at that time ~ speed of execution will be the paramount concern. Alternatively, 'limit orders' will only be executed when or if the 'limit' price, as specified by the client, can be achieved.

### ***Selection of Execution Venues***

As the world's financial systems have developed, many financial instruments can now be traded at more than one venue. One of our key responsibilities is to ensure that we are able to give our clients access to the most significant of these for their particular situation. Therefore, we have seriously considered a variety of possible execution venues and decided on those outlined below on the basis that they will provide best execution for orders in the majority of cases.

The table below outlines the venues used according to the relevant investment instrument concerned.

Type of Instrument	Venues Considered
UK Equities and Warrants, UK Exchange Traded Funds and Exchange Traded Commodities	London Stock Exchange through Third Platform Services Limited and NEX Exchange
Overseas Equities, Warrants and Exchange Traded Funds and Commodities	Over the Counter or 'off-exchange.'
UK and Overseas Government and Corporate Bonds	London Stock Exchange via Third Platform Services Limited and Over the Counter
Traded Options	Intercontinental Exchange
Unit Trusts/Open Ended Investment Companies	Individual Unit Trust Managers (via a platform service provider)

### ***How are orders executed?***

Although the electronic execution of orders has become much more important in recent years, telephone dealing is still an important option we are able to use. Whilst many of the standard (in terms of size and instrument) orders we execute are dealt electronically, the skills of telephone negotiation can be key for certain instruments, larger orders or deals in unsettled markets. At the present time the availability of electronic dealing alongside voice dealing (in many UK Equities) ensures that best execution is achieved for the majority of client orders extremely quickly and at no additional cost.

### ***Specific instructions***

If you provide us with a specific instruction to deal with your orders in a particular manner and not in accordance with our general 'Best Execution Policy', then our obligations to you under this policy will cease and we will be deemed to have complied with our obligations in this respect.

### **Monitoring and review of best execution effectiveness**

At least once a year we will undertake a formal review of this 'Best Execution Policy' to ensure that it is both suitable in terms of achieving best execution for our clients and that it is being implemented correctly. (This will additionally be done during the year in the case of any material change to circumstances.) If any significant change to this policy is made for whatever reason (including material changes to the execution venues we use), we will make this information available directly to our clients or on our website.

We will also monitor our effectiveness in achieving best execution of our orders on a regular basis by comparing a representative sample of the trades we execute against similar orders executed by other firms. We will do this by using data provided by the relevant exchange(s) or market data vendors. For those financial instruments where data of this kind is not available (e.g. Unit Trusts) this assessment will be made, bearing in mind the data available and the specific circumstances of these instruments.

## ***Order types***

Orders will be accepted on either 'at best' (also known as 'at market') or 'at limit' basis and this will be confirmed on the Contract Note we issue for every trade. Most client orders are 'at best' - i.e.. to be dealt immediately at the best available outcome at the time of the instruction. Clients sometimes leave us with orders on a 'limit' basis (where they specify a price or other condition, which our execution must equal or beat).

In many of these cases it will be possible for us to execute these orders at the 'limit' immediately, but if this is not the case, we will confirm to clients the 'limit' conditions as we understand them and the period during which we will monitor market conditions in order to be able to effect execution as soon as possible.

In most cases the details of the 'limit' order will not be published to the wider market and clients will be asked for express consent to this. Where this is denied we will attempt to make the details known to the market whilst informing clients of any additional costs they will incur as a result.

### Contract notes

For execution only and advisory accounts each executed order we will issue a Contract Note detailing all relevant characteristics of the trade, including the venue used and whether the orders were 'at limit' or 'at market' (i.e., 'best'). The Contract Note will normally be dispatched to the client by email on the day of the transaction. For discretionary accounts contract notes are not automatically sent. Although all transactions are included in quarterly summaries.

## **Custody of Assets**

WHEREAS the Applicant hereby appoints the Investment Manager to manage the assets governed by this agreement. The Investment Manager may appoint an independent Nominee/Custodian to hold such assets and to deal with them as directed by the Investment Manager from time to time as provided in this agreement.

Capital Financial Markets is regulated by the FCA. Retail clients will retain the full FCA protection. CFM will appoint a custodian to hold client money and assets. CFM will perform due diligence on the custodian in order to satisfy ourselves that the appointed agent meets our strict systems and controls.

Capital Financial Markets Limited is regulated by the FCA 760840. The FCA website details the firm's full permissions.

When completing a CFM Client Agreement, CFM appoints **Third Platform Services Limited** as custodian for our clients' holdings and cash. Our Client Agreement details this appointment and by executing a CFM Client Agreement, you our client are also consenting to this.

## Basis and Scope of Agreement

This document constitutes an agreement for services as noted in section 1

### BETWEEN

1. The Applicant(s) as detailed in Part 1 (the “Applicant”) and
2. Capital Financial Markets Limited (whose registered office is 8 Spicer Street St Albans AL3 4PQ (the “Investment Manager”).

IT IS HEREBY AGREED as follows: -

- 1 Concerning the Investment Manager
  - 1.1 The Investment Manager is hereby appointed by the Applicant to manage in accordance with the investment service of Part A and or the parameters as stated in Part C – the Investment parameters where applicable of this agreement and as may be subsequently amended in writing in accordance with the signing mandate for the account. All money, securities, or other property which the Applicant may from time-to-time place under the management of the Investment Manager for the purposes of investment together with any money, securities or other property or income arising from or the management thereof (the “Investments”) will be held with a suitable FCA regulated firm.
  - 1.2 The Investment Manager shall use its best endeavours to manage the Investments successfully and to observe the investment objectives of the Applicant. However, the Investment Manager shall not be responsible for failure to achieve such objectives or for any depreciation which may occur in the value of the Investments or any part thereof or for any loss whatsoever which may be suffered in connection therewith unless through gross negligence or wilful default of the Investment Manager.
  - 1.3 The Investment Manager shall have full and unrestricted discretion to do and carry out all and any of the following things when the client has asked for the discretionary service:
    - (a) to make such changes in the Investments from time to time as the Investment Manager may decide and to exercise all such rights and perform all such duties in relation to the Investments as the Investment Manager may decide providing that if the Investment

Manager invests in fixed interest securities or equities, they shall be quoted on recognised stock exchanges or be widely dealt in by market makers, except as shall otherwise be permitted according to the mandate of the account.

(b) to instruct such banks, brokers, or agents in connection with its duties and powers here under as it may decide.

(c) to invest in funds managed or administered by the Investment Manager or by other companies connected with the same financial group as the Investment Manager.

(d) to buy from or sell to the Applicant as principal investments owned by the Investment Manager at prices consistent with those available in the market at the time of the transaction.

- 1.4 The Investment Manager may utilise futures, traded options, contracts for difference, exchange traded futures, currency hedging and other derivatives (as further described in Part F) for the purposes of efficient portfolio management if suitable for the client and the client as requested these instruments can be used when deemed necessary.
- 1.5 The Investment Manager may enter into transactions in non-readily realisable investments including products from a fellow group member or connected company. These are investments in which the market is limited, or in which it may be difficult to deal or for which it may be difficult to assess a proper market price. Dealing and settlement dates may also be restricted.
- 1.6 The Investment Manager will not knowingly execute a transaction that would result in the Applicant having a short position other than as may be specifically authorised in writing by the Applicant. (Selling short is a market practice where an Applicant sells an investment he does not own in anticipation of a fall in the market price and with the objective of subsequently purchasing that investment at a lower price than that obtained from the sale thereby closing the short position whilst also making a profit from the exercise).
- 1.7 The Investment Manager may instruct the Nominee/Custodian to open bank accounts in currencies other than the base currency in the name of the Applicant to facilitate the processing of Investment transactions. Short term trading overdrafts may be incurred on such accounts.
- 1.8 The Investment Manager undertakes to instruct the Nominee/Custodian to place cash deposits with major banks or financial institutions at favourable rates of interest in whichever major currency the Investment Manager shall decide. If, by instructing the Nominee/Custodian to aggregate individual client cash balances, the Investment Manager can negotiate more favourable rates than could be obtained on small sums, such additional interest will accrue to the benefit of the Applicant.
- 1.9 The Investment Manager may exercise (or leave unexercised) voting or other rights of whatsoever nature attaching to or in any way arising from the Investments and may make payment on the Applicant's behalf in respect of any such rights, in each case without reference to the Applicant.
- 1.10 The price charged or credited to the Applicant in respect of securities purchased or sold on the Applicant's behalf shall be the price paid or received by the Investment Manager provided that the price will reflect all third-party costs.

- 1.11 The Investment Manager shall be entitled to make activity charges in relation to security transactions in accordance with its standard fees and charges schedule in force from time to time. The current schedule is detailed in the commission schedule of this of this agreement (see Part D). This may be amended with one month's written notice to the Applicant.
- 1.12 The Investment Manager shall provide a detailed schedule of transactions which will accompany the valuations to be forwarded to the Applicant at intervals to be agreed with the Applicant.
- 1.13 The Investment Manager shall prepare valuations of the Investments on a minimum half-yearly basis. Additional valuations, if required, will be prepared as at such other dates to be agreed with the Applicant. All valuations will be sent to the Applicant as soon as practicable delivered by the internet unless specifically requested by post.
- 1.14 Dividends and credit interest received in foreign currency will normally be converted to the stated base currency of the portfolio unless specific written instructions are received.
- 1.15 Capital Financial Markets Limited shall receive an investment management fee and or brokerage commission, in accordance with its standard fees and charges schedule in force at the time of signing this agreement or at such other rate as is agreed with the Applicant in writing. This fee is outlined in Part D Fees and Commission Schedule, which you agree to pay to Capital Financial Markets Limited. Capital Financial Markets Limited shall be entitled to vary the said rate upon giving one month's written notice to the Applicant. Such fee shall be in addition to Capital Financial Markets Limited right to an administration charge and reimbursement for all expenses or charges incurred or made by Capital Financial Markets Limited in relation to the Investments or any part thereof or any of its duties or powers hereunder. It is agreed that Capital Financial Markets Limited shall be entitled to claim such fees, expenses and charges from the Applicant's account held with the Nominee/Custodian. The Applicant authorises the Nominee/Custodian to rely upon the amounts claimed by Capital Financial Markets Limited and to make payment to Capital Financial Markets Limited as soon as reasonably practicable after any claim is made.
- 1.16 The Investment Manager may also receive remuneration from third parties including group-connected companies in respect of transactions undertaken through them on the Applicant's behalf. Details of any such transactions or arrangements will be made available upon request. The Investment Manager may from time to time enter into soft commission arrangements. Such practices will be in adherence with market best practice and will not alter the right of the Applicant to best execution terms.
- 1.17 The Investment Manager shall keep information concerning the Applicant confidential, save that the Investment Manager is expressly permitted to:
  - (a) hold and process by computer or otherwise any information about the Applicant in the Investment Manager's possession.
  - (b) disclose such information as the Investment Manager considers appropriate to the Nominee/Custodian and/or any other entities with which an agreement is entered into to manage the portfolio.
  - (c) disclose any such information as required by law and/or as requested by any applicable regulatory authority.

1.18 The Investment Manager may delegate any of its functions (including but not limited to any delegation to the Nominee/Custodian and including the powers to sub-delegate any such functions) under the Agreement.

1.19 Conflicts of Interest

(a) Any director, officer or employee of the Investment Manager may act in the capacity of director, officer, employee or agent of the Nominee/Custodian and the services being supplied by the Investment Manager under this Agreement or by the Nominee/Custodian to the Applicant may at the option of the Investment Manager or Nominee/ Custodian be supplied through directors, officers, employees, or agents acting in such capacity.

(b) The directors, officers and employees of the Investment Manager may engage, simultaneously with their activities as such, in other businesses and may render services for other individuals, companies, trusts or persons. No such director, officer or employee shall be deemed to have a personal interest which is in conflict with the interests of the Applicant or of the Investment Manager by reason of rendering, or of having any interest in a position with any person directly or indirectly rendering to the Investment Manager, investment advisory, management, office or clerical services, banking, custodian, accounting or transfer services, legal or auditing services or engaging in the sale and distribution of the Investments.

(c) It is hereby acknowledged by the Applicant that the Investment Manager is or may be interested in the Nominee/Custodian as shareholder or otherwise, and that the Investment Manager is or may be interested (directly or indirectly) in any transactions effected by the Investment Manager concerned with or for the Applicant or may have a relationship of any description with another person which may involve a potential conflict with the duties of the Investment Manager and it is expressly agreed that notwithstanding any such interest or relationship:

(i) so long as it is consistent with the best interests of the Applicant or any other Applicant, the Investment Manager may deal with or otherwise use the services of any associate regarding the performance of their respective functions hereunder.

(ii) the Investment Manager or any associates may deal as principal on the sale or purchase of investments to or from the Investment Manager or other body or otherwise deal with the Investment Manager as principal, and neither the Investment Manager nor any of their respective associates shall be under any liability to account for any profit, commission or remuneration (whether declared or not) under or by virtue of any transaction referred to in this paragraph (c) or any connected transaction. Nothing herein contained shall prevent the Investment Manager or any respective associates from completing a transaction which is made pursuant to a contract effected in the normal manner on a stock exchange or otherwise where the purchaser or the vendor is undisclosed to the Investment Manager, or associate concerned at the time.

1.20 Nominee/Custodian

The Applicant hereby delegates to the Investment Manager the ability to appoint an independent Nominee/Custodian to hold the Investments and to deal with them in accordance with an agreement it enters into with the Nominee/Custodian provided such



agreement is not detrimental to the applicant and that it considers, where applicable, the various terms and conditions of this agreement.

2. Concerning the Applicant

- 2.1 The Applicant warrants that the Applicant has full power and authority to enter into this agreement and declares that the agreement is valid, legal, and binding upon the Applicant. The Applicant further warrants that the Applicant is the legal owner of the Investments, and that the Investments are free from any lien, charge, or any other encumbrance. The Applicant also undertakes that he will not, without the prior consent of the Investment Manager, purport to dispose of, encumber, or otherwise deal with, any of the Investments.
- 2.2 The Applicant warrants that the Applicant will ratify whatever the Investment Manager may lawfully do in connection herewith and the Applicant undertakes to execute such transfers and other documents and to do such things as may be required to give effect to transactions undertaken in pursuance hereof.
- 2.3 The Applicant shall give the Investment Manager reasonable notice of any intention to withdraw monies or the Investments from the Applicant's portfolio and the Applicant shall wherever practicable endeavour to estimate and agree with the Investment Manager what income withdrawals the Applicant will require, the amount and regularity thereof, to assist the Investment Manager with the smooth and efficient management of the Applicant's portfolio. The Applicant acknowledges that a proportion of the portfolio may be invested in non-readily realisable assets and that this may impact on any withdrawals or the timescale to affect a complete termination of the portfolio.
- 2.4 The Applicant shall keep the Investment Manager fully indemnified against all damages, expenses, losses, and costs arising about the performance of its duties hereunder save to the extent that the same shall result from the wilful default or gross negligence of the Investment Manager.
- 2.5 The Applicant will provide all necessary certified identification or other requisite documentation to comply with the prevailing statutory requirements.
- 2.6 The Applicant undertakes to review all statements and valuations from either the Nominee/Custodian or the Investment Manager on receipt and to immediately notify the Investment Manager of any apparent errors, omissions, or other discrepancies in the management of the portfolio.



### 3. Concerning CFM

Where you the client have appointed an Independent Financial Adviser (IFA):

3.1 At the Applicant's request, the Investment Manager (CFM) will act as the Applicant's agent in relation to advice provided by the IFA detailed in Section C7 on an investment portfolio the Applicant holds with that Firm. In these circumstances while the Investment Manager will act on a discretionary basis it will be as the Applicant's agent and solely on the advice of by the IFA detailed in Section C7. The Investment Manager will request advice from by the IFA detailed in Section C7 on the Applicant's investment portfolio on a quarterly basis. The Investment Manager will always act in agreement to the advice provided by the IFA detailed in Section C7 unless it considers that it is not appropriate in the Applicant's circumstances due to information that it is aware of. In such circumstances, the investment manager will make the applicant aware of this information and suggest alternative advice. Where any impasse is reached the Investment Manager will refer the matter to the Applicant.

For the Investment Manager to act in this way, the Applicant must have a completed advisory agreement in place between the Applicant and the investment manager as the Applicant's agent for this purpose.

3.2 The Investment Manager will be reliant on the advice provided by the IFA detailed in Section C7 in the management of the Applicant's investment portfolio held with that Firm and the Applicant must take up any dispute regarding the advice given by the IFA detailed in Section C7 with them directly. The Investment Manager does not accept any responsibility for the advice given by the IFA detailed in Section C7 or any losses that occur to the Applicant's investment portfolio held with that Firm as a result of acting on that advice.

### 4. Termination

4.1 This Agreement may be terminable in whole or in any part by:

(a) the Applicant at any time by giving one month's written notice to the CFM at its registered office.

4.2 The Investment Manager will process and complete the termination as soon as reasonably practicable given that a percentage of the assets of the portfolio may comprise non-readily realisable assets with extended settlement completion dates. Partial dispersions of the assets within the portfolio will be affected to the extent possible.

4.3 On completion of the termination process the Investment Manager will supply to the Applicant a detailed closing statement and valuation of the Applicant's portfolio as at the effective date of termination and distribution of cash and/or assets.

4.4 The Investment Manager may claim all fees and expenses due to the Investment Manager up to the effective termination date before arranging the return of the Investments or cash to the Applicant.

4.5 In the event of the death of the Applicant, the authority of the Investment Manager to manage the Applicant's portfolio shall continue until the Investment Manager receives formal documentation and written instructions from the Applicant's legally appointed executor(s).

## 5 General

- 5.1 Any notice hereunder shall be deemed to have been properly served by the Investment Manager if delivered personally or sent by prepaid post to the last known address of the Applicant and if sent by post shall be deemed to have been delivered on the seventh day after posting. All notices issued by the Applicant to the Investment Manager shall be deemed to have been properly served when they are physically received at the Investment Manager's registered office and not otherwise.
- 5.2 If the Applicant shall be more than one person, the expression "the Applicant" shall mean such persons jointly and severally and as joint owners. In the event of the death of one or more such persons, the Investment Manager shall be accountable only to the survivor or survivors of the joint account. The Investment Manager shall not be accountable in any way to the heirs or personal representatives of any person who was a party to the joint account except those of the last such survivor.
- 5.3 If the Applicant shall be more than one person, the Investment Manager shall be authorised to act in all respects upon the receipt of written instructions given or purporting to be given in accordance with the signing mandate as stated in Part C of this agreement.
- 5.4 Where the context permits, words and expressions used in this agreement in the singular shall include the plural and vice versa and references herein applicable to a sole Applicant shall be construed in a similar manner appropriate to a joint account.
- 5.5 This agreement shall be binding on the parties hereto and their heirs, successors, and personal representatives.
- 5.6 A complaints procedure is available in the event of any dispute. Any complaints should be submitted in writing to the Investment Manager's registered office marked "for the attention of the Compliance Officer". Such complaints will then be reviewed in accordance with the Investment Manager's Policy and Procedures for the Handling of Complaints.
- 5.7 CFM is authorised and regulated by the FCA.
- 5.8 This agreement supersedes any prior agreements and constitutes the entire agreement between the parties and shall be governed by English law. The parties hereto agree that the Courts of England will have exclusive jurisdiction to hear and determine any proceedings.
6. Bank check.
- Please note that we may request a reference from this source of funds and evidence of this account being in your name. by signing this document, you authorise CFM to carry out a check of identity and bank account via electronic means.
7. For data protection by signing this agreement this constitutes permission for the Investment manager to contact the client using these details.
8. All communications from us to you will be in English. Any communications to us from you should be in English unless agreed in writing from "CFM" in advance.
9. Methods of communication from us to you may include verbally, post, email. We will not accept orders via email.

## Risk Warning Notices

The following risk warnings are provided to comply with the Investment Manager's regulatory obligations. Applicants should read them because they are appointing the Investment Manager to manage their investments.

This notice is intended to outline the main risks associated with the Investment Manager's service but additional risks may be relevant and not these risks may apply to your investment. You should not make an investment unless you understand the nature of the arrangement you are entering and the extent of the exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position. The key risks that your investment may be exposed to are outlined below:

### 1. General

All financial products carry a certain degree of risk and the value of investments and the income from them can fall as well as rise, which means you might not get back the original amount invested. This can result from market movements and from variations in exchange rates between sterling and the currency in which an investment is denominated. More than one risk factor may impact an investment at any given time, which means that risks can have quite unpredictable effects on the value of investments.

Past performance is not a reliable indicator of future results.

### 2. Volatility

The value of investments and the amount of income derived from them may go down as well as up. Some investments may move up and down in value rapidly and/or by a large amount. All investments can be affected by a variety of factors, including macro-economic market conditions such as the interest or exchange rate environment, or other general political factors in addition to more investment or investment-specific factors.

### 3. Liquidity

Certain investments may be very illiquid, meaning that they are infrequently traded, and it may be difficult to sell them on within a reasonable timeframe or at a price that reflects a "fair" valuation. In extreme cases, an investment may be non-readily realisable meaning that there may be no secondary market available at all. In such a case, it may be difficult or impossible to obtain any reliable valuation or understanding of the risks associated with continuing to hold an investment.

### 4. Borrowing, leverage and gearing

The use of borrowing techniques (often referred to as leverage or gearing) to invest will increase the volatility and the risk of an investment. Borrowings may occur within a company or within an investment vehicle.

Borrowing is not necessarily a bad thing – companies can use borrowing to increase investment in their business and investors (and investment vehicles) can use borrowing to gain a greater exposure to the investment than the original purchase price. Of course, such borrowings come with risks in all cases, including:

- 1) Movements in the price of an investment lead to much greater volatility in the value of the leveraged position and this could lead to sudden and large falls in value;

- 2) The impact of interest costs could lead to an increase in any rate of return required to breakeven; or
- 3) A client may receive back nothing at all if there are significantly large falls in the value of the investment.
- 4) Whilst portfolios managed by the Investment Manager do not include borrowing, individual investments we purchase for clients may incorporate a degree of borrowing.

## 5. Futures

Transactions in futures 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 your 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 market movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability, and you should be aware of the implications of this, the margining requirements, which are set out in paragraph 6 below.

## 6. Options

There are many different types of options with different characteristics subject to different conditions:

### Buying options

Buying options involve less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under "futures" and "contingent liability transactions.

### Writing options

If you write an option, the risk involved is considerably greater than buying options. You may be liable for a margin to maintain your position and a loss may be sustained well in excess of any premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset that you have contracted to sell (known as "covered call options") the risk is reduced. If you do not own the underlying asset (known as "uncovered call options") the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

### Traditional options

A particular type of option called a "traditional option" is written by certain London Stock Exchange firms under special exchange rules. These may involve greater risk than other options. Two-way prices are not usually quoted and there is no exchange market on which to close out an open position or to affect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk. Certain options markets operate on a margined basis, under

which buyers do not pay the full premium on their option at the time they purchase it. In this situation, you may subsequently be called upon to pay a margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.

#### Contracts for differences

Futures and options contracts can also be referred to as "contracts for differences". These can be options and futures on the FTSE 100 index or any other index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for differences carries the same risks as investing in a future or an option and you should be aware of these as set out in paragraphs 5 and 6 respectively. Transactions in contracts for differences may also have a contingent liability and you should be aware of the implications of this as set out in paragraph 6.

### **7. Off-exchange transactions**

It may not always be apparent whether a particular derivative is on-exchange or off-exchange. 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 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.

### **8. Foreign markets**

Foreign markets will involve different risks from 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 will also be affected by fluctuations in foreign exchange rates.

### **9. Taxation**

The tax treatment of an investment for clients is relevant only to the specific circumstances of each client. There can be no guarantee that the nature, basis, or incidence of taxation may not change during the lifetime of an investment. This may cause potential current or future tax liabilities, and you should be aware of the tax treatment of any investment product before you decide to invest. If your circumstances are changing, or if you are uncertain about any aspect of how an investment might relate to your own tax position, please seek professional tax advice.

### **10. Regulatory and 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 that 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 significant impact on investment performance. All such risks are 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.

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.

Investors may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in overseas courts.

#### **11. Operational Risk**

Operational risk, such as a breakdown or malfunction of systems and controls, including IT systems, can impact on all financial products. Changes in leadership and organisational change can severely affect such risks and, in general, operational risk may not be apparent from outside the organisation. Business risks, for example poor management or leadership could also negatively impact on the value of investments.

#### **12. 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. Placing a stop-loss order 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.

#### **13. Clearing House Protections**

On many exchanges, the performance of a transaction by your broker (or the third party with whom he is dealing on your behalf) is "guaranteed" by the exchange or its clearing house. However, this guarantee is unlikely in most circumstances to cover you and may not protect you if another party defaults on its obligations to you. 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.

#### **14. Warrants Risk Warning**

This notice cannot disclose all the risks and other significant aspects of warrants. You should not deal in them unless you understand the nature of the transaction you are entering and the extent of your exposure to potential loss. You should consider carefully whether warrants are suitable for you in the light of your circumstances and financial position. In deciding whether to trade in warrants, you should be aware of the following matters.

A warrant is a right to subscribe for shares, debentures, loan stock or government securities, and is exercisable against the original issuer of the securities. Warrants often involve a high degree of gearing, so that a relatively small movement in the price of the underlying security results in a disproportionately large movement in the price of the warrant. The prices of warrants can therefore be volatile. 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 options (for example, a right to acquire securities that are exercisable against someone other than the original issuer of the securities, often called a "covered warrant").



**15. Off-exchange transactions**

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 your position, to assess the value of the warrant or to assess 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 what a fair price is.

**16. Foreign markets**

Foreign markets will involve different risks from UK markets. In some cases, the risks will be greater. The potential for profit or loss from transactions on foreign markets will also be subject to foreign currency fluctuations.

**17. Investment Trusts and Exchange Traded Funds (ETFs)**

These investments may be considered high risk if they include gearing and certain have been classified as such by the FCA. An investment trust is a public limited company, the shares of which are traded on the main market of the London Stock Exchange. Investment trusts are not authorised and regulated by the FCA.

An investment trust is a closed-ended company and its shareholders will have no right to have their shares redeemed or repurchased by the company at any time. Accordingly, the ability of shareholders to realise any value in respect of their shares will be dependent on the existence of a liquid market in the shares and the market price of the shares. The shares may trade at a discount to their net asset value.

An investment trust may only pay dividends to the extent that it has distributable profits available for that purpose. A reduction in the income from an investment trust's portfolio could adversely affect the yield, if any, on its shares.

Investment trusts may borrow money in order to make further investments. This is known as "gearing". The effect of gearing can enhance returns to shareholders in rising markets but will have the opposite effect on returns in falling markets.

**18. Exchange Traded Funds (ETFs)**

ETFs may in times of market turbulence have liquidity problems. They are dependent on their issuer for their underlying financial soundness. Execution Only clients should carefully examine the collateral the instrument holds and if they have recourse to the actual assets. In the case of clients who buy ETFs to replicate and index they should look very carefully at the mechanism that the issuer uses for this and examine the costs of doing so and decide if the instrument is indeed going to meet its stated objective.

## Relationship with Third Platform Services Schedule 7

Schedule for inclusion in agreements between the Customer and its Clients

This schedule is intended for inclusion in the agreement between the Customer and its clients, in order to satisfy the requirements of Clause 9.2 of this Agreement

### RELATIONSHIP WITH THIRD PLATFORM SERVICES

- 1.1 We have entered into an agreement (**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 for our clients who are subject to this agreement. 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.
- 1.2 Third Platform Services, with company number 09588254, has its registered office at Birchin Court, 20 Birchin Lane, London, EC3V 9DU. Third Platform Services is authorised and regulated under register number 717915 by the Financial Conduct Authority (**FCA**) which is at 12 Endeavour Square, London E20 1JN and is a member of the London Stock Exchange.
- 1.3 The current terms and conditions of Third Platform Services and the principal terms of the Agreement with them as it applies to our clients, including you, are set out or summarised below.
- 1.4 In consideration of Third Platform Services making their services available to you, you agree that:
  - 1.4.1 we are authorised to enter into the Agreement on your behalf as your agent and that you are bound by the terms of the Agreement as summarised in this Schedule which constitute the formation of a contract between you and ourselves and also between you and Third Platform Services.
  - 1.4.2 we are authorised to give instructions (as provided for in our terms of business (**Terms**) and the 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;
  - 1.4.3 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



1.5 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.

## **2. CATEGORISATION AND CAPACITY**

2.1 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.

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

2.2.1 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-off them;

2.2.2 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

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

2.3 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 the terms set out in this Schedule 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.

### **3. CLIENT ACCOUNTS**

- 3.1 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 the terms set out in this Schedule. Any cash and investments delivered by you or held for your account shall be recorded in such account(s).

### **4. COMMUNICATION AND INSTRUCTIONS**

- 4.1 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.
- 4.2 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.
- 4.3 You should direct all enquiries regarding your account to us and not to Third Platform Services.
- 4.4 Any communications (whether written, oral, electronic or otherwise) between you, us and/or Third Platform Services shall be in English.

### **5. DEALING**

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

- 5.2 For 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:
- 5.2.1 all such bargains shall be executed by Third Platform Services subject to applicable FCA rules and guidance (**FCA Rules**) and the rules of any relevant exchange, market or other execution venue;
  - 5.2.2 instructions from us in relation to such bargains will be regarded by Third Platform Services as specific instructions from you;
  - 5.2.3 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 - [www.thirdfin.com](http://www.thirdfin.com) - 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**);
  - 5.2.4 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;
  - 5.2.5 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;
  - 5.2.6 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.

## **6. SETTLEMENT OF TRANSACTIONS**

- 6.1 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.
- 6.2 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 depositary or transfer agent and delivery or payment will be at your entire risk.
- 6.3 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.
- 6.4 All bargains will be settled in accordance with:
- 6.4.1 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
  - 6.4.2 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.

## 7. CUSTODY

7.1 Third Platform Services will register your investments either:

7.1.1 in an account designated with your name, if this has been requested by us;  
or

7.1.2 in the name of a custodian nominated by Third Platform Services (which may be Third Platform Services' own nominee).

7.2 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.

7.3 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.

7.4 Third Platform Services shall not be responsible for informing us of any Corporate Actions or events concerning investments held in custody including take-over offers, capital reorganisations, company meetings, conversion or subscription rights 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.

7.5 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.

## **8. CLIENT MONEY**

8.1 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 in particular the FCA Client Money rules. 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.

8.2 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.

8.3 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.

- 8.4 Third Platform Services will pay interest on Client Money at such rates as it may specify from time to time and the current rate is displayed on the firm's website at [www.thirdfin.com/interest-client-money](http://www.thirdfin.com/interest-client-money). In order to cover the costs of managing Client Money, Third Platform Services retains a portion of the interest that is earned on Client Money balances and the rate displayed on the firm's website is net of such retained amount. Where Third Platform Services retains a portion of interest income, it will not charge a fee on this Client Money.
- 8.5 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.
- 8.6 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.
- 8.7 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.

## **9. SECURITY AND DEFAULT**

- 9.1 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 and grant Third Platform Services:



- 9.1.1 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).
- 9.2 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.
- 9.3 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.
- 9.4 If you fail to comply with any of your obligations to Third Platform Services, the security interest referred to in Clause 9.1 shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by this Agreement) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to this 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 this Agreement, shall be applied towards the satisfaction of your liabilities to Third Platform Services.
- 9.5 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.



9.6 In exercising any right or remedy pursuant to this Clause 9, 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.

9.7 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 9.

## **10. LIABILITY AND INDEMNITY**

10.1 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 set out in this Schedule exclude or restrict any liability of Third Platform Services resulting from:

10.1.1 death or personal injury;

10.1.2 breach of any obligation owed to you under the regulatory system; or

10.1.3 the negligence, fraud or wilful default of Third Platform Services.

10.2 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.

10.3 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:

10.3.1 the provision by Third Platform Services of its services to you;

10.3.2 any material breach by you of any of these Terms;

10.3.3 any default or failure by you in performing your obligations to make delivery or payment when due; or

10.3.4 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.

- 10.4 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.
- 10.5 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.
- 10.6 The provisions of this Term 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 these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.
- 10.7 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 Term 9 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.

## **11. CONFLICTS OF INTEREST**

- 11.1 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:
- 11.1.1 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);

- 11.1.2 be the financial adviser to the issuer of the investment to which any instructions relate;
  - 11.1.3 have a (long or a short) position in the investments to which any instructions relate; or
  - 11.1.4 be connected to the issuer of the investment to which any instructions relate.
- 11.2 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.
- 11.3 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, both between themselves and their clients and between different clients.
- 11.4 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.

## **12. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION**

- 12.1 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 UK, Third Platform Services operates in accordance with, applicable data protection legislation. The Agreement sets out certain obligations on Third Platform Services as the Data Processor of your personal information, as required by that legislation.
- 12.2 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:

- 12.2.1 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);
  - 12.2.2 to investigate or prevent fraud or other illegal activity;
  - 12.2.3 in connection with the provision of services to you;
  - 12.2.4 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;
  - 12.2.5 if it is in the public interest to disclose such information;
  - 12.2.6 at your request or with your consent. This is of course 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.
- 12.3 Third Platform Services will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.
- 12.4 Please be advised that, in using the service, 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 UK 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.
- 12.5 In accordance with data protection laws you are entitled to a copy of the information Third Platform Services hold 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.

### **13. COMPLAINTS**

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

- 13.2 The Compliance Officer 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.
- 13.3 Third Platform Services will consider a complaint to be closed in any of the following circumstances:
- (a) If at any time you have accepted in writing an offer of redress or have written to the Firm confirming that you are satisfied with the Firm's 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
  - (b) 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.

#### **14. INVESTOR COMPENSATION**

- 14.1 Third Platform Services is covered by the UK 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.

14.2

#### **15. AMENDMENT**

- 15.1 You agree that Third Platform Services has the right under the Agreement to alter these 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.

#### **16. GENERAL**

- 16.1 Third Platform Services' obligations to you shall be limited to those set out in these Terms and Third Platform Services shall, in particular, not owe any wider duties of a fiduciary nature to you.
- 16.2 No third party shall be entitled to enforce these Terms in any circumstances.
- 16.3 Any failure by Third Platform Services (whether continued or not) to insist upon strict compliance with any of the Terms set out this Schedule shall not constitute nor be

deemed to constitute a waiver by Third Platform Services of any of its rights or remedies.

- 16.4 These 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.

Contact details.

Capital Financial Markets Limited registered office and place of business is: -

8 Spicer Street

St Albans

AL3 4PQ

D: 0203 697 0565

E: [support@capitalfinancialmarkets.co.uk](mailto:support@capitalfinancialmarkets.co.uk)

Capital Financial Markets Limited is authorised and regulated by the Financial Conduct Authority 760840 you can find us on the FCA register which is available on-line.

Competent Authority

Financial Conduct Authority

25 North Colonnade

London

E14 5HS.