



BUSINESS TERMS AND CONDITIONS

Shard Capital (Jersey) Limited, 3rd Floor, 5 Anley Street, St Helier, Jersey JE2 3QE

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For Retail and Professional Clients

Please read these Business Terms and Conditions (“Terms”) carefully as they govern your relationship with Shard Capital (Jersey) Limited (“SCJL”) for the services covered in these Terms.

SECTIONS:

PART I: GENERAL TERMS AND CONDITIONS

PART II: CASH INVESTMENT STRATEGY

PART III: INVESTMENT RISKS

PART I - GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. SCJL provides investment services to a variety of clients including individuals, corporates, trustees, charities and insurance companies on either a discretionary, advisory or execution only basis. These Terms, together with any Supplemental Terms, set out the terms under which SCJL shall provide you with investment services through a SCJL Investment Services account (“SCJL Account”). SCJL Accounts are available to Channel Island, UK and international investors.
- 1.2. These Terms replace all earlier terms or contractual arrangements previously entered into between us for the provision of SCJL Investment Services. Please read them carefully and ask us to explain any points that are not clear to you. These Terms constitute the formation of a contract between you and SCJL. These Terms will come into effect on the earlier of the date on which (i) we confirm to you that we have received your correctly completed application form and identification documents, or (ii) we execute a transaction for you or on your behalf. Your legal relationship with SCJL is governed by this document, together with 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. In the event of any conflict between these Terms and other documents relating to specific financial products or services, these Terms prevail.
- 1.3. These Terms form part of the Agreement between us which comprises these Terms (including documentation referred to in these Terms), together with the other contractual documents which are the Application Form, Schedule of Charges and any other associated documentation or Supplemental Terms that may be required or agreed with SCJL. Where we also agree between us that any additional terms will apply in relation to additional services, we agree to provide you with a copy of such additional terms.
- 1.4. SCJL is a limited company registered in Jersey with a registered number: 130205, with its registered office at Third Floor, 5 Anley Street, St Helier, Jersey, JE2 3QE or any future address as advised.

- 1.5. SCJL is authorised and regulated by the Jersey Financial Services Commission (“JFSC”). The JFSC maintains a register of all businesses that it regulates, including SCJL.
- 1.6. SCJL shall arrange all dealing, settlement, custody, nominee and associated services for your SCJL Account, or terms as otherwise agreed by you and us in writing.
- 1.7. The JFSC Investment Business Code requires firms to categorise their clients as either retail or professional. We will treat you as a Retail Client, which means you receive the highest level of protection as determined by applicable regulatory criteria, unless it is agreed otherwise. You may request to be re-categorised, but as such you may no longer qualify for certain protections which only apply to Retail Clients. We will only accept such a request if we are permitted to do so in accordance with regulatory criteria. You agree to notify us immediately if you consider at any point that you no longer fall within the definition of a Retail Client.
- 1.8. SCJL operates an Order Execution Policy in accordance with the JFSC Code of Practice and takes steps when dealing in financial instruments on your behalf to obtain the best possible result. The Order Execution Policy outlines all sufficient steps that SCJL must take to ensure that we achieve ‘best execution’, that is obtaining the best possible results for you when carrying out transactions on your behalf.

2. DEFINITIONS

- 2.1. In these Terms the following words shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:
 - i. **“Account”** means the account that we open for you when we receive your completed application form and we complete our account opening procedures.
 - ii. **“Account Statement”** shall mean a periodic statement of the transactions credited or debited to a SCJL Account.
 - iii. **“Account Summary”** shall mean a statement of the Client’s securities portfolio, open positions, margin requirements, cash etc. at a specific point in time.
 - iv. **“Agent”** shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/ its own name.
 - v. **“Agreement”** means the agreement between you and us which is comprised of:
 - the Business Terms and Conditions;
 - the Application Form;
 - the Schedule of Charges; and
 - any other associated documentation or Supplemental Terms that may be required or agreed with SCJL.
 - vi. **“AIM”** shall mean the London Stock Exchange Alternative Investment Market. It is designed primarily to enable trading in new, small and growing companies. The shares traded on AIM are considered more high-risk than those listed on the main market.
 - vii. **“API”** shall mean Application Programming Interface for the use of alternative trading interfaces or platforms.
 - viii. **“Application Form”** shall mean the application form/s completed by the Client and given to SCJL, requesting that SCJL open one or more Client Accounts.
 - ix. **“Approved Bank”**, in relation to a client bank account, means –

- (a) where the account is opened at a branch in Jersey, a person registered under the Banking Business (Jersey) Law 1991; and
- (b) where the account is opened at a branch outside Jersey –
- (i) an institution authorised under the Banking Act 1987 of the United Kingdom,
 - (ii) a credit institution (as defined in EEC Directive No. 77/780) established in any other Member State of the European Community and duly authorized by the relevant supervisory authority in that Member State,
 - (iii) an institution authorized under the Banking Act 1975 of the Isle of Man (as amended),
 - (iv) an institution authorized under the Banking Supervision (Bailiwick of Guernsey) Law 1994,
 - (v) a building society registered and incorporated under the Building Societies Act 1986 of the United Kingdom which operates a deposit-taking business (within the meaning of the Banking Act 1987 of the United Kingdom) without restriction, or
 - (vi) a bank which is a company in the same group as an institution described in paragraph (a) or (b)(i) to (iv) of this definition;
- x. **“Associate”** shall mean a person or entity who is connected with us or in the case of an associate of another entity, a person who is connected with that other entity.
- xi. **“Authorised Person”** shall mean a person authorised by the Client to act on behalf of the Client.
- xii. **“Banking Counterparty”** shall mean an Approved Bank as defined by the Jersey Financial Services Commission.
- xiii. **“Banking Counterparty Terms”** shall mean the terms and conditions that SCJL enters into on behalf of a Client for the purpose of holding client money.
- xiv. **“Business Day”** shall mean any on which the London Stock Exchange and banks are open for business in England.
- xv. **“Cash Transaction”** shall have the meaning set out in section 1.1 of Part II below.
- xvi. **“CFD Contract”** or **“CFD”** shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index.
- xvii. **“Clearing House”** shall mean a company through which transactions on an exchange may be cleared.
- xviii. **“Client”** shall mean the person or persons described as the Client in the Application Form.
- xix. **“Client Account”** shall mean a transaction or trading account of the Client at SCJL.
- xx. **“Client Classification”** shall mean SCJL’s overall, product or transaction specific classification of Clients.
- xxi. **“Client Asset Rules”** shall mean the provisions of Part 3 of the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001.
- xxii. **“Client Money Rules”** shall mean the provisions of Part 2 of the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001 relating to client money.
- xxiii. **“Contract Option”** shall mean a contract between SCJL and a Client, the terms of which correspond in all respects to the terms of an option, which is quoted, listed or ordinarily purchased or sold on and cleared through a regulated marketplace or another market.
- xxiv. **“Commercial use”** shall mean any use of the Trading Platform.
- xxv. **“Contract”** shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by SCJL with the Client.

- xxvi. **"Corporate Action"** shall mean any take-over offer, capital reorganisation, company meeting, conversion or subscription right or other corporate event.
- xxvii. **"Counterparties"** shall mean banks and/or brokers through whom SCJL may cover its Contracts with Clients or with whom SCJL otherwise deals in relation to Clients' transactions.
- xxviii. **"Debenture"** shall mean the investment specified in article 77 of the Regulated Activities Order (instruments creating or acknowledging indebtedness), which is in summary any of the following which are not government and public securities: debentures, debenture stock, loan stock, bonds, certificates of cash and any other instrument creating or acknowledging indebtedness.
- xxix. **"Debt Instrument"** shall mean debentures, debenture stock, loan stock, bonds, certificates of cash and any other instrument creating or acknowledging indebtedness.
- xxx. **"Durable Medium"** shall mean any medium which enables the Client to store information in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the un-changed reproduction of the information stored.
- xxxi. **"Exchange"** shall mean a regulated market or designated investment exchange.
- xxxii. **"FIFO"** is an abbreviation of "First in - First Out" and shall mean that in the event one or more Contracts with the same characteristics shall be closed, SCJL will as a point of departure, close the older Contract first.
- xxxiii. **"Financial Ombudsman Service"** shall mean the independent service set up by law in accordance with the Financial Services Ombudsman (Jersey) Law 2014 as amended.
- xxxiv. **"Inside Information"** shall mean non-published information which, if made publicly available, would likely have a noticeable impact on the pricing of the relevant instrument.
- xxxv. **"Margin"** shall mean a sum of money (or, where agreed, other collateral) required to protect us against potential losses on a transaction which you are required to hold in your SCJL Account in order to open and maintain a transaction.
- xxxvi. **"Margin Trade"** shall mean a Contract opened and maintained based on a margin of cash as opposed to a Contract based on a purchase price.
- xxxvii. **"Market Maker"** shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for financial instruments in order to buy and sell respectively for interested Clients.
- xxxviii. **"Market Rules"** shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it.
- xxxix. **"MiFID II"** shall mean the MiFID II Directive and MiFID II Delegated Regulation and any other regulations issued on the basis thereof.
- xl. **"MiFID II Directive"** shall mean the European Directive 2014/65/EC on Markets in Financial Instruments.
- xli. **"NEX Exchange"** shall mean a recognised investment exchange under the Financial Services and Markets Act 2000. NEX Exchange operates the following market segments:
- The NEX Exchange Main Board, an EU Regulated Market as defined under Article 4(1)(21) of the MiFID II Directive, for officially listed securities which are regulated by the UK Listing Authority or another EU Competent Authority and are subject to the NEX Main Board Admission and Disclosure Standards.
 - The NEX Exchange Growth Market, a market for unlisted securities with a regulatory framework dedicated to the needs of smaller companies.

- NEX Exchange Trading, a secondary trading market for listed or quoted securities admitted to trading on other EU markets.

For more information, please visit www.nexexchange.com.

- xl.ii. **“Nominee Company”** shall mean a body corporate whose business consists solely of acting as a nominee holder of investments or other property.
- xl.iii. **“Order Execution Policy”** shall mean SCJL’s principal policy used when executing client orders.
- xl.iv. **“Private use”** shall mean any use of the Trading Platform by Clients that are physical persons.
- xl.v. **“Retail Client”** shall mean a Client who is not a professional client or an eligible counterparty, including an individual who is not a firm and an overseas individual who is not an overseas financial services institution.
- xl.vi. **“Regulated Activities Order”** shall mean The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- xl.vii. **“Safe Custody Investment”** shall mean a designated investment which: (i) is not the property of the firm, but for which the firm, or any nominee company controlled by the firm or by its associate, is accountable; (ii) has been paid for in full by the client; and (iii) ceases to be a safe custody investment when the firm has disposed of it in accordance with a valid instruction.
- xl.viii. **“Schedule of Charges”** shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by SCJL on a current basis.
- xl.ix. **“Security”** shall mean any securities or other assets deposited with SCJL by the Client.
 - l. **“Services”** shall mean the Services provided by SCJL, subject to the Terms.
 - li. **“Settlement Agent”** shall mean an agent with or through whom SCJL effects settlement of United Kingdom settled or foreign settled transactions.
 - lii. **“Settlement/Trade Confirmation”** shall mean a notification from SCJL to the Client confirming the Client’s entry into a Contract.
 - liii. **“Share”** shall mean the investment, specified in Article 76 of the Regulated Activities Order (Shares etc.), which is in summary a share or stock in the share capital of any body corporate (wherever incorporated) or any unincorporated body constituted under the law of a country or territory outside the United Kingdom.
 - liv. **“Small-Cap Share”** shall mean a readily realisable security in relation to which the bid-offer spread is 10 per cent or more of the offer price, but which is not: (i) a government or public security; (ii) a share in a company quoted on The Financial Times Stock Exchange 100 Index; or (iii) a security issued by a company which, at the time that SCJL deals or recommends to the Client to deal in the investment, has a market capitalisation of £100 million or more (or its equivalent in any other currency at the relevant time).
 - lv. **“Stabilisation”** shall mean any purchase or offer to purchase relevant securities, or any transaction in associated instruments equivalent thereto, by investment firms or credit institutions, which is undertaken in the context of a significant distribution of such relevant securities exclusively for supporting the market price of these relevant securities for a predetermined period of time, due to a selling pressure in such securities.
 - lvi. **“Supplementary Terms”** means any terms and conditions agreed between you and us in respect of the products and services supplied by SCJL.
 - lvii. **“Trading Platform”** shall mean any online trading platform made available by SCJL under the Terms.

- lviii. **"UCITS Fund"** shall mean any Undertaking for the Collective Investment in Transferable Securities.
- lix. **"Unit"** shall mean the investment, specified in article 81 of the Regulated Activities Order (Units in a collective investment scheme) and defined in section 237(2) of the Act (Other definitions), which is the right or interest (however described) of the participants in a collective investment scheme; this includes: (in relation to an Authorised Unit Trust - AUT) a unit representing the rights or interests of the unit holders in the AUT; (in relation to an Investment Company with Variable Capital - ICVC) a share in the ICVC.

3. INSTRUMENTS AND SECURITIES

Subject to the Client fulfilling its obligations under the Terms, SCJL may enter into transactions with the Client through their SCJL Account in the following instrument and security types:

- i. Shares in UK or foreign companies;
- ii. Bonds, including government, public, municipal and corporate issues, debenture stock, loan stock, certificates of deposit, commercial paper, notes and other debt instruments;
- iii. Spot and forward bullion, commodities, indices, currencies and foreign exchange;
- iv. Collective Investment Schemes and/or Funds (including funds which are operated or managed by us or our associates), including unit trusts, investment trusts, open-ended investment companies, mutual funds and similar in the UK or elsewhere;
- v. Hedge Funds, Private Equity, Property and Real Estate Products, Venture Capital Trusts and Enterprise Investment Schemes;
- vi. Structured Products, Notes, Receipts and other structured securities;
- vii. Derivatives (Over the Counter (OTC) or listed), including futures, options, warrants, Contracts for Difference (CFDs) on shares, debt instruments, indices, currencies, commodities and interest rates;
- viii. Managed assets, whether as OTC or stock exchange traded instruments; and
- ix. Such other instrument and security types as SCJL may from time to time agree.

4. SERVICES

Discretionary Investment Management service

- 4.1. If you would like SCJL to provide a Discretionary Investment Management service for your SCJL Account, we will manage your portfolio of cash and/or investments on a discretionary basis, carry out ongoing monitoring of your Account and review its suitability in the light of your investment mandate. This means we shall have full authority, without prior reference to you, to enter into any kind of transaction or arrangement for your SCJL Account in relation to the instrument and security types referred to above. 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. Our advice may include, without limitation, advice to buy, sell, hold or otherwise acquire or dispose of particular assets within your SCJL Account.
- 4.2. Where we manage your SCJL Account on a discretionary basis, we will do so in accordance with the specific investment objectives and risk profile as agreed with you. You acknowledge and accept that, whilst you may select a risk profile for your SCJL Account, you shall not have any involvement in the selection of the underlying investments held therein. You may change your risk profile or investment objectives 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 JFSC rules and each SCJL Account will consist of investments that we believe best reflect the assigned risk profile.

- 4.3. Where we provide a Discretionary Investment Management service for your SCJL 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/or 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 of your SCJL Account. Any such restrictions and/or limitations must be agreed and acknowledged by us to you in writing.
- 4.4. Where we manage your SCJL Account on a discretionary basis, we will not be bound to exercise corporate actions on behalf of you but will, where instructions are received in good time, seek to implement the instructions. SCJL may, at its sole discretion, exercise corporate actions notwithstanding that it has not received instructions from you and will seek to act in accordance with the best interests of our Clients.

Advisory Investment service

- 4.5. Where you have indicated that you wish to receive an Advisory Investment service for your SCJL Account, we shall provide you with on-going investment advice and we will review your SCJL 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. Our advice may include, without limitation, advice to buy, sell, hold or otherwise acquire or dispose of particular assets within your SCJL Account, as well as advice on asset allocation and trading recommendations.
- 4.6. If we have agreed with you to do so, we will keep your SCJL Account under review and provide you with updated advice from time to time. We will seek to ensure that our advice is suitable for you and your SCJL Account. 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.
- 4.7. In accordance with the requirements of the JFSC, we may recommend to you any investments which we reasonably believe are suitable for you for your SCJL 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.
- 4.8. 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.
- 4.9. Our investment advice may be classified as restricted or limited advice. Whilst we do advise on investments from the whole of the investment market, we may not always consider your wider

financial planning requirements, such as life policies and pension schemes. For those investment products that we do provide advice on, such advice will be on investments from a restricted number of products and product providers that we have assessed as suitable.

- 4.10. We will not be bound to exercise corporate actions on behalf of a Client in respect of an Advisory Investment service but will, where instructions are received in good time, seek to implement your instructions, without acceptance of any liability.

Execution Only Investment service

- 4.11. If you request SCJL to provide an Execution Only Investment service for your SCJL 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 SCJL Account. This service includes a custody and/or dealing service, as described in these Terms.
- 4.12. You are solely responsible for the investment decisions that you make when you engage our Services as an execution only client. In providing an execution only service, 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 or appropriate for you.
- 4.13. You may appoint a third-party to manage your investments, on a discretionary or advisory basis, subject to the third-party being appropriately authorised to carry out such activity in Jersey or an equivalently regulated jurisdiction. Please contact us to arrange the completion of a limited power of attorney authorisation to facilitate this arrangement.
- 4.14. When providing an execution only investment service in the context of complex products, such as derivatives or warrants, we may be subject to obligations 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 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, but we may also, at our discretion, refuse to perform the transaction for you.
- 4.15. 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. 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.

4.16. We will not be bound to exercise corporate actions on behalf of an execution only Client but will, where instructions are received in good time, seek to implement the instructions. SCJL may, at its sole discretion, exercise corporate actions notwithstanding that it has not received instructions from an execution only Client and will seek to act in accordance with the best interests of its Clients.

Suitability

4.17. If we are providing discretionary or advisory Services for your SCJL Account, we are required 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.

4.18. Where we provide you with one-off advice for your SCJL 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.

4.19. It is very important that you provide us with accurate, complete and up-to-date information for your SCJL Account which enables us to carry out suitability 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.

4.20. 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.

4.21. If you fail to provide any information requested by us, whether by reason of unwillingness or inability to provide such information, we may not be able to provide you with investment management Services.

5. ADDITIONAL SERVICES

5.1. The Services provided by us may involve:

- i. Transactions that require the provision of Margin;
- ii. Short sales (i.e., sales where one party to the Contract is obliged to deliver an asset which it does not possess); or
- iii. Transactions in instruments which are not traded on recognised or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily realisable. You and SCJL enter into any Contract as Principals.

SCJL may at its discretion cover or hedge any Contracts with its Liquidity Providers, but you will have no recourse against any of our Liquidity Providers.

- 5.2. Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a pre-defined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with the SCJL Order Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by SCJL for the specific order.
- 5.3. In the event that we provide advice, information or recommendations to you, we shall not be responsible for the profitability of such advice, information or recommendations and you acknowledge, recognise and understand that:
- i. All transactions in exchange-traded investments and contracts will be affected subject to, and in accordance with, Market Rules;
 - ii. Market Rules usually contain far-reaching powers which apply in emergency or otherwise undesirable situations;
 - iii. If any exchange or clearing house takes any action which affects a transaction or Contract, directly or indirectly, including any Contract Option, SCJL is entitled to take any action relevant to the situation and reasonable to the parties in the interests of you and/or SCJL;
 - iv. SCJL shall not be liable for any loss suffered by you as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by SCJL as a result of such acts or omissions, unless SCJL has exercised negligence, wilful default or fraud;
 - v. Where a transaction is executed by SCJL as Agent for you, delivery or payment (as appropriate) by the other party to the transaction shall be at your entire risk;
 - vi. SCJL's obligation to deliver investments to you or to account to you or any other person on your behalf for the proceeds of sale of investments shall be conditional upon receipt by SCJL of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction; and
 - vii. SCJL may in whole or in part, on a permanent or temporary basis, withdraw any account facility provided by us to you. Scenarios where SCJL may take such action include situations where SCJL: (i) considers that you may be in possession of Inside Information; (ii) considers that there are abnormal trading conditions; or (iii) is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.
- 5.4. SCJL shall not provide you with any advice regarding the tax issues associated with any of the Services. You are advised to obtain independent legal and/or tax advice with respect to the tax implications of the respective Services.
- 5.5. Notwithstanding any other provision of the Terms, in providing its Services, SCJL shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

6. CLIENT MONEY

- 6.1. We will deal with Client Money in accordance with the Client Money Rules.

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- 6.2. SCJL will ensure that Client Money is separated from our funds and placed at an Approved Bank. We will use reasonable skill, care and diligence in our selection, use and monitoring of the Approved bank.
- 6.3. Any such Approved Bank must have given an undertaking in writing, addressed to the JFSC and us, to the effect that:
- I) all client money will be held by the Approved Bank on trust for our clients and that the Approved Bank is not and will not be entitled to combine this account with any other account or exercise any right of set-off or counterclaim or any security interest against money in that account in respect of any debt or other obligation owed to it by us; and
 - II) the title of the account sufficiently distinguishes it as an account containing client money and from other accounts containing money belonging to us.
- 6.4. Client Money will be either:
- I) pooled with other client's money in a pooled client money account so that individual clients do not have a claim against an account in their individual name, subject to repayment on a proportionate basis in the event that the Approved Bank enters into administration, liquidation or a similar procedure. If the Approved Bank is unable to repay all of its creditors, the Client Money would be pooled with that of SCJL's other clients with that entity and any shortfall would be borne by all the clients of that pool proportionately; or
 - II) held in client money accounts in the name of SCJL but designated with a unique name or reference number for each client. In the event that the Approved Bank enters into administration, liquidation or a similar procedure, the account may be subject to a shortfall if the bank is unable to repay all of its creditors.
- 6.5. In the event of SCJL's administration, liquidation or analogous procedure, Client Money will be subject to the Client Money distribution rules contained in the Client Money Rules.
- 6.6. When SCJL executes an order, the proceeds from a sale contract will be placed in a protected account as soon as possible on receipt and no later than the next business day, or paid directly to the client concerned, in accordance with the Client Money Rules. When SCJL enters into a purchase contract for a client, funds will be withdrawn from the client money account on the day the trade is executed (at the earliest), in order for funds to reach SCJL's custodian in time for the trade to settle. During trade and settlement periods, funds are not considered as Client Money.
- 6.7. Where we, in the performance of this Agreement, pass Client Money to another financial institution (such as an exchange, intermediate broker, settlement agent or clearing house), we will have no responsibility for the acts or omissions (or insolvency) of such persons. Different law and regulation as to solvency and protection may apply where such transfers are made especially where such person is located outside of the Channel Islands or the EEA. Any delegation will comply with regulatory requirements.
- 6.8. SCJL may transfer Client Money to another firm on a transfer of business, provided that the sums transferred will be held in accordance with the Rules.
- 6.9. SCJL may earn interest on Client Money held in pooled accounts but is under no obligation to pay interest to clients. Where Client Money is held in a client bank account and interest is received on such money, at SCJL's sole discretion it may pay interest on the balance of the

client's Account. Any interest will be credited to your Account within 10 business days of each quarter end date. Quarter end dates are the last working day of each of March, June, September and December. Clause 6.9 does not apply to clients with a Cash Investment Strategy.

- 6.10. Where client money is held under Accounts described in 6.4, interest may be due to the client, however SCJL may separately deduct charges for the management of the portfolio from the investment as set out in clause 11 of this document.
- 6.11. In the event that negative interest rates are charged by a bank, SCJL will endeavour to minimize the amount of negative interest debited from the Client. Such costs or interest will be deducted from the Client's Account as set out in clause 11.6.
- 6.12. SCJL may receive and shall be entitled to retain for its own account, introductory fees from banks when arranging or transferring Client Money on behalf of clients. This information will be included in your Schedule of Charges.
- 6.13. We reserve the right to delay processing any instruction and/or withhold any payments due to you in respect of your investments, until evidence we deem to be satisfactory is received. Any cash will be held in a client money account. We will not be held liable for any loss suffered as a result of any delay while completing the client due diligence process in line with statutory and regulatory requirements.

7. INVESTMENT RISKS

- 7.1. If, when providing advisory or discretionary Services to you, we reasonably believe that a course of action is in your best interests, we may recommend to you or deal for you in investments which carry some of the risks set out in Part III. If you are receiving execution only Services or intend to deal in an unadvised capacity, you should have regard to, and agree and acknowledge the limited protections you may receive in respect of suitability.
- 7.2. Some, but not all, of the investment and product specific risks are described in Part III. It is important that you read these carefully and if you have any questions about these and any other investment risks, you are advised to contact us.

8. FOREIGN EXCHANGE

- 8.1. Where payments are requested in a currency other than the currency in which the client portfolio is held, it may be necessary to carry out a foreign exchange transaction. Foreign exchange rates vary and may affect the outcome of transactions to a significant extent (both in favour of and to the detriment of the client).
- 8.2. When we undertake a foreign exchange transaction with you, we may act as principal or agent, depending on the nature of transaction.
- 8.3. When acting as principal, you will deal directly with SCJL and we will be your counterparty in foreign exchange transactions.

- 8.4. Fluctuations in exchange rates may mean that investments denominated in a currency other than the currency in which your portfolio is denominated, cause the value of an investment to fluctuate either in a favourable or unfavourable manner.

9. COMPLAINTS

- 9.1. All complaints relating to our Services should be directed to the Compliance Officer at the Company's registered address.
- 9.2. We will endeavour to resolve your complaint as quickly as possible, but in any event will acknowledge receipt of your letter within five business days. The acknowledgement will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy.
- 9.3. 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.
- 9.4. If, for any reason, you are dissatisfied with our final response, you may be entitled to refer your complaint to the Channel Islands Financial Ombudsman (CIFO), PO Box 114, Jersey, Channel Islands, JE4 9QG, on Tel. +44 (0) 1534 748610 or at <https://www.ci-fo.org>. For details of the eligibility of your complaint, please check the CIFO website for up-to-date eligibility criteria.
- 9.5. SCJL is not covered by the United Kingdom Financial Services Compensation Scheme or the Jersey Bank Depositors Compensation Scheme.

10. JOINT ACCOUNTS AND TRUSTEES

- 10.1. 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 SCJL Account as joint tenants. 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 the joint tenants, ownership of any assets in the SCJL Account will pass to the survivor(s).
- 10.2. 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:
- a. written notice from your personal representative(s) of the death or legal incapacity of all of you; or
 - b. notice of termination from any one of you.
- 10.3. Notice issued by us will be effective in relation to each of you if served on any one of you.

10.4. 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.

TRUSTEES

10.5. Where you are acting as trustees, you will be exclusively responsible for compliance with the Trust (Jersey) Law 1984, as amended from time to time ("the Act"). If we provide a discretionary service, the trustees may prepare and regularly review an appropriate investment policy statement which provides a mandate and guidelines on the basis that SCJL should manage the portfolio. If you do not provide us with an investment policy statement of your own, you agree that we shall provide you with an investment policy statement in line with your instructions and investment objectives as set in our communications and agreed with you.

10.6. If you provide us with an investment 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 our Agreement. 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 investment policy statement.

10.7. We will accept instructions regarding the SCJL 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.

11. FEES and CHARGES

11.1. In consideration of the provision of our Services on an ongoing basis as set out at clause 4, or in any supplemental terms, you will pay us such fees and charges for our Services as are set out in the Schedule of Charges or as we may agree separately in writing from time to time.

11.2. Where a management fee is applied to your SCJL Account, the fee is debited by the Custodian or SCJL, from your 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 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.

11.3. The Custodian or SCJL 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 these Terms.

11.4. Where a management fee is applied to your SCJL Account and no securities are held at the Custodian, the fee will be debited from your Account on a quarterly basis in arrears and paid

to us. Where the Client has entered into a Cash Transaction, the fee may be deducted from the capital or interest Account.

- 11.5. In addition to our fees and charges, you agree that you will be responsible for any other fees or charges that may be incurred in the provision of Services to you and we reserve the right to pass on by way of a charge, any third-party banking fees. You agree that you will also pay any other applicable tax or levy that is due or chargeable in relation to any charges or fees.
- 11.6. In the event that negative interest rates are charged by a bank, SCJL will endeavour to minimize the amount of negative interest debited from the Client but will pass on all such rates to the Client. Such negative interest will be deducted from the Client's Account.
- 11.7. Our charges will be in accordance with our published rates in effect at the time the charges are incurred. You agree to pay us our charges when this is due. There may be other charges for each contract to cover settlement/compliance costs. A copy of our published rates will be provided to you at or before the time the charge is incurred. You agree that we can deduct these charges from your SCJL Account.
- 11.8. In addition to our charges, you will be responsible for payment of all stamp and other duties, taxes, impositions and fiscal charges (in each case, wherever in the world imposed), brokerage clearing and settlement fees, transfer fees, registration fees and all other liabilities, charges, costs and expenses payable or incurred by us on your behalf and if any applicable, value-added tax or a similar charge.
- 11.9. We may impose certain additional charges as set out in our published rates which you hereby agree to be liable for in the event that you fail to comply with your obligations under these Terms. If you default in paying any amount when due, interest will be payable by you at the rate specified in our published rates, and in addition you may be liable to pay a charge for each letter concerning your breach of your obligations.
- 11.10. If we should enter into a transaction on your behalf using the London Stock Exchange SETS trading system or any other trading system which imposes any liability on us (in whatever capacity), we reserve the right to make additional charges to reflect the additional risk we are incurring including (without limitation) a mark-up or mark-down on the price of the investment concerned (that is at a premium or discount to the amount at which we will actually purchase or sell the investment concerned). Should we do so, you will be notified at the time and details of any additional charges will be shown on the contract note issued to you.
- 11.11. In addition to paying any charges due to us, you will reimburse us for any costs and expenses which we may incur which are directly attributable to you. These charges may include (without limitation) the costs of providing information to third parties (such as your accountants or auditors), valuations, or our involvement in legal proceedings brought against you.
- 11.12. We shall be entitled at any time with or without notice to you, to debit your SCJL Account for any amounts due to us. We will be entitled to set off any amount due to you against any amount due to us, paying you or you paying us the resultant net balance.

- 11.13. 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 margin fee as set out in the Schedule of Charges or otherwise notified to you from time to time.

12. TAXATION

- 12.1. We do not offer tax advice and accept no liability for any tax consequences of investment advice provided to you. We will not provide or be responsible for the provision of any tax or legal advice.

13. TAX REPORTING

- 13.1. If you are a taxpayer and/or resident outside of Jersey, you may be liable to account to such tax authorities for any capital or income earned. You will retain sole responsibility in relation to these matters.
- 13.2. You undertake to notify us immediately in writing of any change to your address or tax residency.
- 13.3. Where, due to either 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 appropriate steps including notifying the relevant tax authority.
- 13.4. Jersey is a participating jurisdiction for both FATCA and CRS reporting purposes and SCJL will co-operate fully with regulatory and tax authorities, concerning the Foreign Account Tax Compliance Act (FATCA), the Common Reporting Standard (CRS) and Qualified Intermediary (QI) tax matters. This may involve us collecting, reporting or disclosing to relevant authorities, information in respect of dealing in securities, including the identity of our clients. Unless we have acted negligently, we will not be liable for any loss or damage the Client may suffer directly or indirectly as a result of our compliance with legislation or the requirements of regulatory and/or taxation authorities. You agree to cooperate with any information requests which we may have to ensure our compliance with our regulatory and taxation reporting responsibilities. This means that SCJL is required to obtain information regarding tax residency of all entities and individuals associated with an account opened with us and may report your account and/or transaction details to relevant tax authorities, in accordance with the applicable rules.
- 13.5. You should note that, in accordance with United States Internal Revenue Service (IRS) 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) and 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. It is your sole responsibility to seek appropriate tax and legal advice.

- 13.6. All account holders with US investments or who are deemed to be US account holders under the terms of FATCA are obliged to complete US tax forms and/or supply other US tax reporting information. The forms will be supplied either upon opening an account or on the subsequent purchase of a US investment. In certain circumstances, a replacement tax categorisation form is required every three years to be supplied by the Client to SCJL.
- 13.7. Failure to complete and return the US tax form may result in tax being deducted at a higher rate and/or inaccurate reporting being made to the IRS. In such circumstances where you are in persistent default of the requirements and having been given reasonable opportunity to comply with them, we, at our discretion, reserve the right to sell any securities and settle to your account the net proceeds of any sale. Such action will be taken in good faith to ensure compliance with IRS requirements. We accept no liability for any losses resulting from the sale of any such securities or investments.
- 13.8. 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.

14. CLIENT REPRESENTATION AND WARRANTIES

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

- 14.1. You warrant that you have full power to enter into these 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.
- 14.2. You undertake not to deal, except through us, with any of the cash or assets held in your SCJL Account and not to authorise anyone else to deal in any of them other than with our prior agreement.
- 14.3. 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.
- 14.4. 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.

15. LIABILITY AND INDEMNITIES

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.

- 15.1. 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 these Terms shall exclude or restrict any liability resulting directly from our gross negligence, fraud or wilful default or any contravention by us of the JFSC 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.
- 15.2. 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:
- the provision by us of our Services to you;
 - any material breach by you of any of these Terms;
 - any default or failure by you in performing your obligations to make delivery or payment when due; or
 - 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.
- 15.3. We accept responsibility for the acts or omissions in respect of this Agreement of any nominee company controlled by us.
- 15.4. In relation to trustees, liability under these Terms or any Supplemental Terms shall be limited, in the absence of fraud, to the assets of the trust.
- 15.5. We shall not be entitled to be indemnified against the consequences of our own gross negligence or wilful default or any contravention by us of any provision of JFSC Rules.
- 15.6. We do not give any warranty or undertaking as to the performance or profitability of the SCJL Account (or any part of it) or that any specific investment objectives can be successfully achieved.
- 15.7. 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. You or your other professional advisers remain responsible for the management of your own tax affairs.

- 15.8. In the event that we receive, are notified or become aware of any insolvency or bankruptcy proceedings against you, or that you are unable to pay your debts as they fall due, we shall be entitled to suspend or delay the performance of any of our obligations under this Agreement. We shall not be liable for any losses you may suffer as a result.
- 15.9. Where we are required to comply with the terms of an applicable court order in respect of your Account or any of your Accounts, you agree that we shall not be liable for any losses you may suffer as a result.
- 15.10. Nothing in these Terms shall limit our liability for death or personal injury nor allow us to recover the same loss or cost more than once.
- 15.11. The provisions of these Terms shall continue to apply notwithstanding the fact that we 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.

16. FORCE MAJEURE

- 16.1. 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, or plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions) and, in such circumstances, any of our obligations shall be suspended pending resolution of the event or state of affairs in question.

17. CONFLICT OF INTEREST

- 17.1. We take all appropriate steps to maintain effective internal arrangements to identify, and to prevent or manage, conflicts or potential conflicts of interest which may damage the interests of clients, as appropriate to the nature, scale and complexity of our business activities.
- 17.2. 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 executed on terms which are not materially less favourable than if the conflict had not existed.

- 17.3. 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.
- 17.4. We will ordinarily act as your agent and you will therefore be bound by our actions under these Terms. The provision of Services under these 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, or which would prevent or hinder us in effecting transactions for you.

18. DATA PROTECTION AND CONFIDENTIAL INFORMATION

- 18.1. We may need to collect personal information from our clients, employees and/or potential clients to ensure that we are providing the correct information in relation to the Services we offer. Such data is collected from employees, clients, suppliers and clients and includes (but is not limited to), name, address, email address, data of birth, IP address, identification numbers, private and confidential information, sensitive information and bank details.
- 18.2. We may also be required to collect and use certain types of personal information to comply with the requirements of the law and/or regulations, however we are committed to processing all personal information in accordance with the Data Protection (Jersey) Law 2018 and any other relevant data protection laws and codes of conduct (herein collectively referred to as the "Data Protection Laws").
- 18.3. We registered with The Jersey Office of the Information Commissioner as a controller of personal information with Registration Number 68092.
- 18.4. The protection of personal data requires appropriate technical and organisational measures to be taken with regard to data protection. We have adopted several internal and external data protection policies, which must be adhered to by employees. Please see our Data Privacy Notice on our website.
- 18.5. We are not obliged to disclose to you or take into consideration, information, a) the disclosure of which would be a breach of duty of confidence owed to any other person, or b) which comes to the notice of an employee, officer or agent of ours, but not to the actual notice of the individual(s) managing the SCJL Account.
- 18.6. 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:

- a. where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective Associate);
 - b. to the Comptroller and to any other revenue service or tax authority, to the extent that they are entitled to the information sought;
 - c. to our professional advisers where reasonably necessary for the performance of such professional services;
 - d. to investigate or prevent fraud or other illegal activity;
 - e. in connection with the provision of Services to you by us;
 - f. for purposes ancillary to the provision of the Services or the administration of your SCJL 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;
 - g. if it is in the public interest to disclose such information; or
 - h. 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.
- 18.7. We will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.
- 18.8. 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 SCJL 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 Jersey, 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.
- 18.9. 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 provide 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.
- 18.10. The legal basis for us processing your personal information will typically be because the processing is necessary: (i) to fulfil our obligations under these 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.
- 18.11. 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 Jersey Office of the Information Commissioner 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. In certain limited circumstances, 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. In all cases where we process your personal information you may withdraw your consent at any time however, this may mean that we cannot continue to provide Services to you.

18.12. 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 SCJL Account after the termination of our agreement for such period as may be required by law or for 10 years (whichever is longer). All papers and files, including important original documents will be stored electronically. Please contact us directly for further details of applicable retention periods.

19. CUSTODY OF YOUR INVESTMENTS

- 19.1. The following options are available in relation to the custody of your investments:
- a) We can act as custodian; or
 - b) We can arrange to place your investments with a third-party custodian, where agreed with us in writing.
- 19.2. Client assets are held in accordance with the Client Asset Rules as applicable.

20. OUR CUSTODY SERVICE AND NOMINEE COMPANY

- 20.1. Where we act as your custodian, a Nominee Company will hold the investments, as the legal owner, on behalf of you as the beneficial owner. The investments will appear on the respective company register in our Nominee Company's name, JGML (Nominees) Limited or any other nominee incorporated for this purpose.
- 20.2. Our Nominee Company is a wholly owned subsidiary of SCJL and has been established solely to hold investments for clients. We accept responsibility for all acts and omissions of our Nominee Company and to ensure that it acts in accordance with our instructions and on our authority.
- 20.3. We reserve the right to refuse to accept any particular security into our Nominee Company.
- 20.4. More information about holding investments through a Nominee Company in a pooled account is set out in clauses 22.1 to 22.4.

21. STOCK LENDING

21.1. We do not lend stock.

22. POOLING OF INVESTMENTS

22.1. Investments that are registered in our chosen Nominee Company or in an omnibus account with a third-party custodian or its sub-custodians may be held on a pooled basis along with investments belonging to other clients. This means that your entitlement will not be separately identifiable on the relevant company register, by separate certificates, other physical documents of title or equivalent electronic records.

22.2. Under a pooled arrangement, due to the timing of transaction settlements, it is possible that a situation may arise where the assets held for one client are temporarily used to meet the settlement obligations of another client. We try to avoid this occurring, but it could happen in our nominee or where investments are held in an omnibus account by a third party. We accept responsibility for ensuring that if such an event occurs, there is no loss or prejudice suffered by our clients. By agreeing to these Terms, you give express consent to the possibility that your assets may be used in this way.

22.3. In the event of an irreconcilable shortfall of pooled investments, clients may not receive their full entitlement and may share in the shortfall in proportion to their original share, or on some other basis in accordance with the applicable law. By accepting these Terms, you agree to your investments being held in our Nominee Company or in an omnibus account with a third-party custodian or its sub-custodian on a pooled basis.

22.4. When your investments are pooled you may not receive the same treatment or options when there is a corporate action or other event as you would if the investment were held in a separately designated account with a nominee company or custodian or held in your own name. For example, following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been if your investments had been registered in your own name. Clauses 23.6 to 23.7 contain more information about how we deal with fractional entitlements arising because investments are held in our Nominee Company.

23. INVESTMENTS HELD AT A CUSTODIAN

23.1. Some investments (mainly overseas investments) are arranged to be held by a third-party custodian or its sub-custodian, usually in an omnibus account. This means your investments may be pooled with those of other clients of ours and other clients of the custodian or sub-custodian. Such investments may be registered in the name of the custodian, its sub-custodian, another third party (or its nominee) or in our name (or that of our Nominee Company). Investments will only be registered in the name of another third party or in our name (or that of our Nominee Company) where we have taken reasonable steps to determine

that it is in your best interests to do so, or it is not feasible to do otherwise because of the nature of the applicable law and market practice.

- 23.2. You acknowledge that investing in overseas securities may give rise to different settlement, legal and regulatory requirements from those in the UK or Jersey and different practices for the separate identification of investments. Where accounts holding your money or investments are not subject to English or Jersey law, your rights may be different from those that would apply under English or Jersey law.
- 23.3. You acknowledge that we may hold investments with custodians or its sub-custodians that are not subject to Jersey law and your rights may therefore be different from those that would apply under Jersey law.
- 23.4. You acknowledge that, subject to all applicable laws, the custodian or its sub-custodians may take a lien (which is a form of security right) over investments held by them or that they may be entitled to other security rights over investments or money, including rights of set-off, retention or sale in respect of or affecting your investments or money.
- 23.5. In accordance with the requirements of the Client Asset Rules, we shall not authorise any third-party custodian (or its sub-custodian) to release documents of title to any investments held by them, save than as permitted by these Terms or in accordance with your express instructions.
- 23.6. We will exercise due skill, care and diligence in the selection, appointment and periodic review of any custodian. If the custodian or any sub-custodian becomes bankrupt or insolvent, the consequences for you will depend upon the applicable law (which may not be English or Jersey law) where investments are held in an overseas jurisdiction. The insolvency may result in delays in settling or transferring investments or money held. The effect of any applicable law is outside our control and could, for example, mean that your interests are not recognised as separate from those of a third-party. We shall not be responsible for any acts, omissions, or insolvency (or similar) of any such custodian or sub-custodian unless they result from our negligence, fraud, wilful default, breach of order or breach of contract.
- 23.7. Where our Nominee Company holds your investments, the Nominee Company will usually receive one allocation of shares or units for all the clients in our Nominee Company who participate in an open offer, new issue, bonus, entitlement, rights issue or similar corporate action. The Nominee Company may also receive a small cash payment from the relevant company's registrars in respect of any fractional entitlement.
- 23.8. The shares or units received by the Nominee Company will be allocated by us as follows:
 - a. Where the shares or units can only be transferred or registered in a whole number of shares or units, then we will allocate to your account such number of shares or units rounded down to the nearest whole number that we calculate are due to you, using the relevant company's basis of allocation.
 - b. Any shares or units remaining after we have made these allocations will be aggregated and sold at the then prevailing market rate. The resulting net sale proceeds, together with any cash payment in respect of fractional entitlements, will be distributed amongst the

relevant clients in proportion to their holdings, on a pro rata basis. Any remaining cash balance will become our property. However, we reserve the right to deal with the net sales proceeds and the cash payment (if any) as follows:

- where your share of the proceeds of sale is £5 or above this will be credited to your account, and
- amounts below £5 may become our property.

23.9. We have selected SIX SIS Limited ('SIX SIS'), an approved custodian located in the Canton of Zurich, Switzerland, to hold your investments. SIX SIS may entrust the safe custody of certificated securities, global certificates, uncertificated securities or intermediated securities to suitable sub-custodians it chooses in Switzerland and abroad. SIX SIS regularly publishes a list of sub-custodians commissioned by it.

23.10. SIX SIS is a central securities depository in accordance with Article. 61 Swiss Financial Market Infrastructure Act (FMIA) and a securities depository in accordance with Article. 4, paragraph 2 (d) of the Federal Intermediated Securities Act (FIS Act). As a central securities depository, SIX SIS is subject to supervision by the Swiss Financial Market Supervisory Authority (FINMA) and as the operator of a system that is vital for the stability of the Swiss financial system. SIX SIS is supervised by the Swiss National Bank (SNB).

23.11. In the event of a bankruptcy or insolvency of SIX SIS, the FIS Act provides for the exclusion of client property from the custodian's estate. We are not aware of any further investor compensation scheme(s) that would protect client property held by SIX SIS and its sub-custodians.

24. DEALING AND EXECUTION

24.1. Unless otherwise agreed in writing, dealing is only available to you during the hours of 9am to 5pm on Business Days. Dealing instructions will be accepted by us on either a next dealing date or a specified dealing date basis.

24.2. Deal quotations are available on request. You agree and acknowledge that the market price may have changed between the time at our giving a quotation and the execution of your instructions.

24.3. If you wish to act upon investment advice from us or place a deal in respect of Execution Only investments, then you will be required to give proper Instructions to us in accordance with Clause 25 of these Terms. Following receipt of such instructions from you, and subject to sufficient cash or relevant investments being held in your Account and to satisfactory completion of our internal procedures, we will arrange for the deal to be placed, acting as your agent, with a broker or dealer that has been approved by us in accordance with our broker selection policy.

24.4. When we receive Instructions from you, we will effect or arrange the execution of your instruction as soon as reasonably practicable in the circumstances, unless we determine, at our absolute discretion, that execution of such instruction would contravene the laws of any jurisdiction or postponement is in your best interests. However, in accepting any dealing order

from you, we do not represent or warrant that it is possible to execute your dealing order, or that the execution of your dealing order will be possible, within the terms of your instruction (whether as to price or size of the deal, as to any other condition)

- 24.5. We may arrange or execute transactions on your behalf in any investments for which we have permission from the relevant competent authority, to trade, as well as rights to or interests in any such investments. The Services will be provided in respect of investments traded on the Official List of the London Stock Exchange, the Alternative Investment Market, Plus Markets, Irish Stock Exchange, or such other regulated investment exchange or unquoted securities which we may agree with you from time to time. We may also undertake transactions for you in units in unregulated Collective Investment Schemes.
- 24.6. We may arrange the aggregation of orders, which may, or may not, result in a more favourable price being obtained. We will only arrange this aggregation of your orders with other orders where we reasonably believe that it is in your best interests.
- 24.7. Should you provide specific execution instructions to us, this may prevent us from taking the steps that are necessary to achieve the best possible result in respect of the order to which the instructions relate. We will not be liable for any loss, damage or expense which you incur if we are unable to execute an order due to a delay or change in market conditions before the transaction is completed or for any other reason, other than our negligence, wilful default or fraud.
- 24.8. Contract notes in respect of each purchase or sale of investments will be dispatched to you electronically, whenever such activity occurs. You represent and warrant to us that you will verify the correctness of each contract note received from us and undertake to notify us of any alleged errors or discrepancies in respect of the trade to which the contract note relates.

25. INSTRUCTIONS

- 25.1. You agree to check all the documentation that we send to you in relation to your instructions. If there are any errors or omissions, you must let us know immediately. If we notice that there is an error or omission in the documentation that we have sent to you in relation to your instructions, we will re-issue correct documentation immediately. You agree to return the original incorrect documentation to us and to repay any overpayments. If you fail to do so you may be committing an offence. We will charge you interest on the overpayment and we will have the right to purchase replacement investments. You will pay for the investments and any costs.
- 25.2. If we fail to accurately carry out your instruction, we will ask you to choose one of the following options below (as appropriate):
- Instructions to buy an investment: We will either (a) buy investments to put you in the position that you would have been in if we had carried out your instructions correctly; or (b) pay you the difference between the price that should have been paid for the investment and the price that you paid.

- Instruction to sell an investment: We will pay you the difference between the price that you obtained on the sale and the price that you should have obtained if we had carried out your instruction correctly.
- 25.3. You must take all reasonable steps to ensure the security of your account. We are not responsible for your acts or omissions, including your losses arising from fraud, wilful default or negligence.
- 25.4. We cannot sell investments for you unless you have the right to sell them. In giving us an instruction to sell an investment you represent, warrant and confirm that you own or have the legal right to sell that investment.
- 25.5. We may rely on and treat as binding any instruction which we have accepted in good faith, and which we believe to be from you, or someone entitled to instruct us on your behalf.
- 25.6. We may accept instructions from you verbally or in writing. However, we may, entirely at our discretion, require any instructions given verbally to be confirmed in writing. In the case of a joint account, we shall require only one of the account holders' instructions prior to proceeding.
- 25.7. We may entirely at our own discretion accept limit orders from you. We may accept such orders on a 'fill or kill' basis or a 'good for the day' basis. We will use our reasonable endeavours to execute such orders; however, we do not guarantee that they will be executed even if the relevant price is met.
- 25.8. We may acknowledge your instructions verbally or in writing (i.e., by post or email). Instructions may only be given during opening times of the relevant market and on business days. Any validly submitted instructions received by us outside these hours will be processed on the following Business Day.
- 25.9. We will assume you have received a communication from us 2 days after we post it to you by 1st class post, 5 days after we post it to by 2nd class post, immediately if sent by fax or when it is received by your internet service provider if sent to you by email.
- 25.10. For execution-only orders, we will not advise on the merits of nor assess suitability of any transaction proposed via instructions received from you. You agree and acknowledge that we will not have any responsibility for the consequences of you entering into any such transaction and that any instructions should be directed in the first instance to us.
- 25.11. We reserve the right at any time to:
- i. Refuse any instructions;
 - ii. Limit the size or value of any instruction;
 - iii. Impose and/or vary any dealing limit; and/or
 - iv. Seek additional clarification or verification of instructions where we believe these are unclear. Where investments are held in the name of another person, we may not act

on your instructions until we have received satisfactory proof of your authority to deal for that other person.

25.12. You must send us any dividends or other benefits which you receive but are not entitled to immediately, we will then send them to the person who is entitled to them.

25.13. You will not be held responsible for deals placed using your account details if they have been placed after you have notified us of the loss, unauthorised use or disclosure of your details. Such notification needs to be in writing.

25.14. You agree to let us know immediately if you:

- i. Lose or disclose your account details to a third-party;
- ii. Your account details are stolen or if you find out that someone has used your account code without permission, or otherwise dealing or attempting to deal with us without your authority;
- iii. Do not receive confirmation by post or email that we have carried out your dealing instructions within three Business Days of you placing them;
- iv. Receive confirmation of a deal which you did not place.

25.15. Where there is more than one person who is party to a joint account under these Terms, any instruction, notice, demand, acknowledgement or request may be given by any one of you and any such communication will be treated as binding on the other(s). If you give us conflicting instructions, we have no obligation to act on them. Any notice given by us under these Terms to any party to a joint account will be deemed to be notice to each person interested in the account. If you are a party to a joint account your liability will be joint and several.

25.16. We shall be entitled to treat any such communication given by telephone, facsimile or email by you as fully authorised by and binding upon you, or any third-party authorised by you, and we shall be entitled (but not bound) to take such steps in connection with, or in reliance upon, such communication as we may in good faith consider appropriate.

25.17. From time to time, we may be restricted by applicable legal and regulatory requirements and/or internal requirements from accepting Instructions from you. Should we be so restricted, we may refuse to accept Instructions from you without giving any reasons for so doing and we shall not be liable for any loss caused by such refusal.

26. FACILITATION OF TAX EVASION

26.1. The Client shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the UK Criminal Finances Act 2017;
 - or (ii) a foreign tax evasion facilitation offence under section 46(1) of the UK Criminal Finances Act 2017 or similar law in an overseas jurisdiction;
- (b) where relevant, have and shall maintain in place throughout the term of the Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation by employees of the Client and to ensure compliance with paragraph (a) of this section; and

(c) promptly report to us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the UK Criminal Finances Act 2017, in connection with the performance of the Agreement.

27. ENTIRE AGREEMENT

These Terms, together with any documents referred to herein, constitute the whole Agreement between us relating to its subject matter and supersede and extinguish any previous arrangement, understanding or agreement, whether in writing or oral, relating to such subject matter.

28. TERMINATION

28.1. These Terms shall remain in full force and effect until terminated in accordance with this clause.

28.2. These Terms may be terminated by either party upon giving the other party written notice of termination, which will take effect immediately, unless otherwise specified in the notice. If we terminate these Terms, we will give you at least 10 Business Days' notice of the termination. If we have serious grounds or valid reasons for doing so, we may however terminate the Terms with less than 10 Business Days' notice, including immediately.

28.3. Serious grounds or valid reasons include:

- i. you fail to respond to any demand for payment;
- ii. you breach any of the terms of the Agreement and do not remedy such breach within a reasonable time after receipt of written notice from us;
- iii. without prejudice to this clause you do not provide, when requested by us, information which we may reasonably require in order to continue the provision of services to you or any information that we may reasonably require under this Agreement or in order to satisfy our obligations including under international tax compliance laws (as further specified in clauses 13 or 24);
- iv. we reasonably believe that you are, or are likely to be, unable to pay your debts when they become due or any step, application or proceeding has been taken by you or against you in respect of bankruptcy, or insolvency proceedings in any jurisdiction;
- v. we need to do so for regulatory or operational reasons, including where we are required to do so by law (including where we receive a notice from any governmental or tax authority requiring us to freeze all or part of your Account), or where we suspect fraud, money laundering or other crime;
- vi. we reasonably believe that maintaining all or part of your Account might expose us (or an Associate) to action or censure from any government, regulator or law enforcement agency; or
- vii. we reasonably believe that maintaining all or part of your Account might damage our reputation.

28.4. Your SCJL Account will not be closed merely because there is a nil balance, or you have sold all your investments. If charges accrue on the Cash accounts, you will still be liable for them and we retain the right to debit your Cash account in the usual way.

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- 28.5. Where you have not traded on your SCJL Account for a period exceeding twelve months and we are not holding investments or cash on your behalf, we reserve the right to suspend or close your SCJL Account without prior notification.
- 28.6. In the case of an individual, the agreement constituted by these Terms will terminate automatically when we receive notification of your death. Your SCJL Account will be suspended and dealt with appropriately on instruction of your personal representative once a grant of probate or letter of administration has been received by us.
- 28.7. Following the death of a Client, SCJL will need to receive notification as soon as possible. SCJL requires official evidence of registration of death such as a registrar's certified copy of the death certificate.
- 28.8. In the case of joint owners, on the death of one of the joint holders, the ownership of such cash and investments passes automatically to the surviving joint holder(s), unless we are advised otherwise at the time of the first death. The surviving joint holder(s) must notify us immediately of the death of a joint holder(s) and provide us with a certified copy of the death certificate.
- 28.9. On the death of a single Client Account holder, SCJL will either (at its discretion):
- (a) regard the Client's Account as having been frozen and not take any action in relation to any investments or money held;
 - (b) where and to the extent that SCJL acts as discretionary manager, continue to operate the existing mandate; or
 - (c) follow the explicit instructions of the Client as set out in the Application Form, until, in all cases, such time as instructed otherwise by personal representatives for the deceased Client's estate, provided that SCJL is satisfied that the personal representatives have been properly appointed and appropriate indemnities are provided for any action undertaken on the instructions of any such person.
- 28.10. Subject to applicable probate laws if, within one year after the date of death, no instructions have been provided in relation to the future of the Account, SCJL may consider that the Account should be closed and notify the personal representatives (or equivalent) of proposals to liquidate investments and return the money held in cash. SCJL will consider requests for the transfer of assets and in all cases the Client's estate will be responsible for the costs incurred in such closure, transfer or otherwise following the instructions of the relevant persons.
- 28.11. The agreement constituted by the Terms will terminate automatically in the event of SCJL entering into insolvency, being convicted of a criminal offence or being in material breach of its fiscal responsibilities.
- 28.12. On termination, the parties undertake to complete all Contracts that are already entered into or under execution as soon as possible. Termination will be without prejudice to the completion of transactions already initiated. All transactions in progress will be completed in accordance with your prior instructions and these Terms shall continue to bind parties in relation to such transactions.
- 28.13. Any termination is subject to the settlement of any outstanding transactions and the payment of any charges and other amounts due (which become due and payable immediately). If you

request us to re-register or transfer your securities, you will be liable to a fee to cover the cost. If you decide to transfer management of your positions or alter the power of attorney which permits SCJL to operate your SCJL Account, an administration fee equal to no greater than 1% of the overall value of the positions held in your SCJL Account will be deducted at the time of such transfer. This charge will be deducted to cover all costs associated with re-registrations or transfers.

28.14. Upon termination of these Terms, we will be entitled, without first giving notice, to stop providing you with access to any trading platform or Services.

28.15. The termination of these Terms will not affect any rights which may have already arisen or obligations which may have already been incurred by either party under these Terms.

28.16. If we exercise our right to end or suspend your use of the Services, we will not be liable for any losses which may be suffered by you due to a decrease in the value of your investments between the date you purchased and the date we sold them.

29. NOTICES AND COMMUNICATIONS

29.1. Except as otherwise expressly provided, any notice which either party is required or authorised by these Terms to give or make to the other shall be in English and given in writing and sent by post or email in accordance with this clause.

29.2. Notices sent by post shall be sent to the registered or postal address (being the relevant registered address at the time such notice is sent) and deemed received on the fifth Business Day after posting. Notices sent by email shall be deemed received on the earliest of the following: receipt by the sender of a read receipt or confirmation from the recipient of receipt; or the first Business Day after they arrive at the recipient's mail server.

29.3. Communications in relation to these Terms and the Services provided under it may be in writing, by email or other electronic means, or orally (including by telephone). You specifically consent to us providing you with information (whether or not personally addressed to you) in an electronic format, either by means of our website or by email using the address you have provided us from time to time. The language of communication between us shall be English.

29.4. We, an Associate, or our respective employees may, within the parameters laid down by the JFSC, communicate an unsolicited real-time communication to you where we consider this to be appropriate. You agree that we may make such a communication. Please notify us if you wish us not to do so. SCJL will always accept your request not to continue a particular discussion.

29.5. We may record any phone conversations or retain electronic communications between you and us. These recordings are our property and we may use them in evidence if there is a dispute or for any other matter. However, upon request and in accordance with applicable regulations, a copy of any phone records (only if recorded by SCJL) or electronic communications, will be available to you for a period of at least five years from the date of their creation or longer if required by the JFSC or law.

30. ONLINE ACCESS

- 30.1. You agree that:
- (a) we may communicate with you by making relevant information available on our website;
 - (b) we may give you or a connected person online access to your Account or Accounts and, where appropriate, communicate with you by email; and
 - (c) where we refer to 'in writing' in the Agreement, this includes email and notices on our website (where appropriate) and where we refer to your 'address', this includes your email address (where appropriate).
- 30.2. If we give you online access, you and any connected person or adviser you may have will keep your user IDs and passwords confidential, and you agree that you are responsible for protecting them from unauthorised use or access to this service. We will not be legally responsible for any unauthorised use of a password resulting from negligence or fraud on your part.
- 30.3. In relation to our website and email communications, you acknowledge that:
- (a) the internet may be interrupted or fail through no fault of our own and there may be periods of time when our website and email communications are unavailable due to planned or unplanned maintenance;
 - (b) you are responsible for providing and maintaining the communications equipment (including personal computers and modems) to access our website and to receive email;
 - (c) we do not guarantee that our website will support all types of browser or be fully compatible with your communications equipment; and
 - (d) you must keep an active email address to receive ongoing communications.
- 30.4. We may change the content, presentation, performance, user facilities and availability of any part of our online service and website at any time.
- 30.5. We do not give any assurance of, and accept no legal or other responsibility for, the accuracy, adequacy, quality, or fitness for any particular purpose or use of our online service and website.
- 30.6. You and your adviser (if any) cannot transfer or license any rights of access to services provided to you and any adviser to any other person without our written permission.
- 30.7. You and any connected person or adviser agree that:
- a. you will not use our online service or website to do anything illegal;
 - b. to do anything which causes us reputational damage;
 - c. in a way that could damage our systems or affect other users, for example by uploading malicious software code or data; or hacking into the online service or our systems;
 - d. to develop a functionally similar service or reverse engineer, adapt, modify or copy the online service or any of its underlying software code, or allow another person to do these things; or
 - e. to make income by exploiting the use of the online service.
- 30.8. We will take all reasonable steps to protect your personal information but cannot guarantee the security of any information you provide online or which is transmitted by you or us over

the internet. You and your adviser (if any) accept the security implications of passing information over the internet and you agree to access our online service at your own risk. You and your adviser (if any) also agree that we will have no legal responsibility for any mistakes, missing information or breaks in security beyond our reasonable control.

31. DELEGATION, APPOINTMENT OF AGENTS AND ASSIGNMENT

- 31.1. We may delegate any function or service that we are required to provide under these 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 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.
- 31.2. We may employ agents, including an Associate, to perform any administrative dealing or ancillary services to enable us to perform our services under these Terms. We will act in good faith and with reasonable skill and care in the selection of agents.
- 31.3. We may assign any of our rights under these 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 these Terms immediately on written notice (see clause 26).
- 31.4. Your rights under these Terms are personal to you and are not capable of assignment. Similarly, your obligations under these Terms may not, without our prior written agreement, be performed by anybody else.

32. AMENDMENT

- 32.1. We reserve the right to alter these 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.
- 32.2. You agree to be bound by any alteration to these Terms and consent to the Terms and information, including future updates which are provided at www.shardcapitaljersey.com. You are deemed to have consented to any alteration that may be affected to these Terms if you continue to receive the Services or if we do not receive notification otherwise from you in writing, concerning changes coming into effect.

33. SEVERANCE

- 33.1. If any provision (or part of a provision) within these 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 Terms.

34. JURISDICTION

34.1. By entering into this Agreement with SCJL, you agree that you are bound by all the laws of the Bailiwick of Jersey and submit to the non-exclusive jurisdiction of the Jersey Courts. You further confirm you will be subject to and bound by all applicable Jersey regulations and, if you are domiciled outside of Jersey, you may not be entitled to certain client protection provisions afforded in your own country of residence. Please note that Jersey is not part of the EU or the EEA.

35. MISCELLANEOUS

35.1. Our obligations to you shall be limited to those set out in these Terms and that are imposed by applicable law (which we have not excluded in these Terms). We will not owe you any wider duties of a fiduciary nature.

35.2. Any failure by us (whether continued or not) to insist upon strict compliance with any of these 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.

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

35.4. In these 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).

35.5. No failure or delay by either of us in exercising any right, power or privilege in these 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.

35.6. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

35.7. No third party shall be entitled to enforce these Terms in any circumstances.

PART II - CASH INVESTMENT STRATEGY

1. CASH INVESTMENTS

- 1.1. Part II applies to investing in cash deposits only and to clients who will invest in a discretionary or advisory service where the funds will only be placed in cash deposits with Approved Banks.
- 1.2. If, pursuant to instructions, SCJL places funds in a combination of call accounts, fixed term deposit accounts or notice accounts within SCJL's Discretionary Investment Management Service or Advisory Investment Service, then this activity is additionally subject to the terms set out in this Part II as well as Parts I and III where relevant.
- 1.3. Funds placed in accordance with 1.1 is referred to as a Cash Investment Strategy and shall be treated as Client Money and will be held in accounts titled Client Money accounts.
- 1.4. The Client Money accounts:
 - a. may hold the money of one or more clients in which case the account will be a pooled account in the name of SCJL specifically identified as being Client Money, or
 - b. may hold the money of one or more clients in which case the account will be a pooled account in the name of SCJL specifically identified as being Client Money but may include a unique reference to identify that the funds belong to a specific client or group of clients; or
 - c. may hold client money in the name of SCJL specifically identified as being Client Money and designated with a unique name or reference number relevant to a client of SCJL.

In all instances, the account title will distinguish the funds as those belonging to clients of SCJL and not SCJL itself.

- 1.5. SCJL will only place deposits with Approved Banks on behalf of its clients. When dealing with these Approved Banks, SCJL will be acting as agent for the Client as SCJL does not accept or repay deposits itself.
- 1.6. The Client must have cleared funds with SCJL prior to any Cash Transactions being entered into and SCJL shall have no obligation to enter into a Cash Transaction if this condition is not satisfied.
- 1.7. The Client agrees that as soon as they issue instructions to SCJL in relation to a Cash Transaction they will become bound by the terms imposed on SCJL by the relevant Banking Counterparty (the "Banking Counterparty Terms") as if the Client were a party to those Banking Counterparty Terms themselves. The Client shall not act, or require SCJL to act, in a manner that is inconsistent with the relevant Banking Counterparty Terms. SCJL is not under any obligation to provide the Client with the Banking Counterparty Terms and shall have no obligation to provide the Client with additional terms if the relevant Banking Counterparty makes any amendment to the relevant Banking Counterparty Terms.
- 1.8. The client may earn and accrue interest from a Banking Counterparty, without any deduction of said interest by SCJL.
- 1.9. SCJL reserves the right to refuse to establish or to terminate, a Banking Counterparty relationship.

1.10. Where the Client Agreement is terminated by SCJL pursuant to clause 26 of Part I (Termination) due to a breach by the Client of the Client Agreement, SCJL reserves the right to terminate any Cash Transaction under the Banking Counterparty Terms. SCJL will not be liable for any losses or breakage fees levied by the Banking Counterparty, or any other costs incurred.

1.11. Without prejudice to clause 26 of Part I (Termination), SCJL may terminate the Cash Transaction(s) independently of any other Services provided by SCJL to the Client from time to time. The termination of the Cash Transaction(s) shall be without prejudice to any antecedent rights, obligations or remedies including without limitation to SCJL's entitlement to receive all fees and other monies accrued and due up to the date of such termination.

1.12. Due to cut-off times at each bank and associated products being different, SCJL may not be able to return funds the same day or on the redemption date that funds are due to be repaid by an Approved Bank. In such cases, SCJL will endeavour to return the funds to the Client's nominated bank account within five business days. SCJL will not be held liable for delays that are outside of its control, caused by system disruptions or the receiving bank.

1.13. Interest frequency

Clients will be paid interest depending on how an individual portfolio is constructed and according to the type of bank product selected.

Fixed Rate Accounts pay interest at maturity, whereas Call and Notice Accounts pay interest on dates which are particular to the product and bank selected. Interest will be paid to Designated Accounts or otherwise in accordance with the agreement with the Client.

Interest payable to Clients on Pooled Accounts is earned in respect of each Client's money held from time to time in the Pooled Bank Account shall be calculated on a daily basis and paid into the Client Designated Account on a quarterly basis, beginning on an accrued interest transfer date until (but not including) the next accrued interest transfer date, in respect of the Client Money of each Client held in the pooled accounts. On accrued interest transfer dates, the balance for each client record will be increased by the relevant accrued interest balance which will subsequently be reduced to zero. If the accrued interest on Pooled Bank Accounts is insufficient to pay all Clients, SCJL shall make up the shortfall from its own funds.

1.14. In the event of the termination of the service, SCJL shall remain responsible for the allocation of Client Money and any paid or accrued interest from any Pooled Accounts held with the Bank to the relevant Client Designated Account.

2. COUNTERPARTY RISK

2.1. The Client agrees to counterparty exposure to Banking Counterparties being Approved Banks as defined in this Agreement.

2.2. SCJL and the Client will agree in writing to the risk parameters governing the placement of Cash Transactions with Banking Counterparties.

2.3. In the event that a Banking Counterparty's credit rating is downgraded to below the rating as agreed between the Client and SCJL, unless otherwise agreed with the Client, SCJL will give notice to the counterparty and withdraw the funds at the earliest opportunity which would not incur breakage charges for the Client.

2.4. SCJL accepts no responsibility for the performance or failure to perform, of any Banking Counterparty and the Client accepts that they are fully liable for any losses or consequential losses which may occur as a result of the failure of that Banking Counterparty, whether selected by the Client or by SCJL. The Client, and not SCJL, will be exposed to the credit risk in respect of any Banking Counterparties with which funds are held from time to time pursuant to these Terms.

2.5. The selected Banking Counterparty, and not SCJL, has the obligation to repay the deposit.

2.6. The Client has no entitlement to any Client Pooled Money or interest in respect thereof, other than in relation to their own Client Money.

3. REPORTING TO CLIENTS

3.1. SCJL will provide the Client with periodic valuation reports on the Client portfolio. Such periodic statements will be provided at quarterly intervals as at the end of March, June, September and December. The Client and SCJL may agree in writing to a different frequency of periodic statements, to which a charge may apply. Periodic reports will detail the holdings of cash instruments and yield returns.

3.2. Where SCJL execute a Cash Transaction under an advisory or execution only service, SCJL will provide a written confirmation to the Client of any Cash Transaction. Written confirmations of Cash Transactions under a discretionary service can be provided to the Client on request.

PART III – INVESTMENT RISKS

Although this Part is provided primarily for the benefit of Retail Clients, its contents apply equally to professional clients and eligible counterparties.

This Part cannot (and does not) disclose all the risks associated with the services and products we may make available to you. You should not invest in or deal in any product unless you understand its nature and the extent of your exposure to risk.

Investing puts your capital at risk; the price or value of your investment(s) can go down as well as up. You may not get back the amount you invest. Past performance is not necessarily a guide for future performance.

Types of investment risks:

1. Foreign Markets:

Foreign markets will exhibit risks which are different from those present in markets in the United Kingdom. In some cases, the risks may be greater. On request, we will provide you with an explanation of the relevant risks and protections (if any) which operate in foreign markets, including the extent to which we will accept liability for any default of a foreign firm through whom we deal.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been affected.

2. Foreign Exchange:

The profit or loss derived from foreign currency denominated contracts will be affected by fluctuations in foreign exchange rates, where there is a requirement to convert the currency denomination of the contract to the account base currency.

3. Non-Readily Realisable Investments:

We may enter into transactions on your behalf in non-readily realisable investments; these being investments in which the market is or may become limited or restricted. Given that non-readily realisable investments can be difficult to deal in, it may be difficult to accurately determine the market value of your position or to liquidate your holdings. Please inform us if you do not wish for us to purchase such investments for your portfolio.

4. Small-Cap Shares:

There is a greater risk associated with purchasing shares in smaller companies, than buying shares in larger, more established organisations. There may be a big difference between the price at which the shares can be bought and sold and, additionally, the market for shares in smaller companies is often comparatively less liquid. If the shares need to be sold immediately, you may realise much less than you originally paid for the purchase.

5. Structured Products:

Structured products are "complex" investment products which offer pre-packaged investment strategies. Typically, these products comprise of two components: an asset and a derivative thereof, the latter of which is often an option. Structured products are subject to a large number of risk factors; these include (but are not limited to) risk of illiquidity (or little to no secondary market), risk of lack of uniform standard pricing and credit risk. You could lose all of the money you have invested in structured products. You should consider carefully whether this product is suitable for you in light of your circumstances and financial position and, if in doubt, please seek professional advice.

6. Warrants:

A warrant is a right to subscribe for shares, debentures, loan stock or government securities at a pre-determined price on or before a pre-determined date. This right is exercisable against the original issuer of the securities. Warrants often involve a high degree of gearing; this can cause a relatively small movement in the price of the underlying security to result in a disproportionately large movement in the price of the warrant. As such, prices of warrants can be volatile. You should not purchase a warrant unless you are prepared to sustain a total loss of money you have invested plus any commission or other transaction charges.

7. Suspension of Trading/Trading Halt:

In certain situations, trading in securities may be suspended or restricted under the rules of the relevant exchange. This may occur, for example, if there are sharp movements in the price of a security in anticipation of a news announcement. In such situations, the presence of a stop-loss may not operate to limit your loss to the intended amount: the suspension or restriction on trading may make it impossible to execute the order at the designated price.

8. Effect of "Leverage" or "Gearing":

"Leverage" (also referred to as "gearing") is an investment strategy whereby borrowed money is deployed to attempt to amplify the potential return from a given investment. Where leverage is used, a movement in the price of the investment will cause a comparatively larger impact on the value of your investment; importantly, this can work both in your favour and against you.

9. Risk-Reducing Orders or Strategies:

The placing of orders - for example, "stop-loss" or "stop-limit" orders - intended to limit potential losses will not have the desired effect where market conditions make it impossible for these orders to be executed. This may occur, for instance, where the relevant market is not sufficiently liquid.

10. Pricing Relationships:

A "normal" pricing relationship between an underlying asset and a derivative thereof may not always exist. This may be the case, for example, where the underlying asset is subject to price constraints but the relevant derivative is not. The absence of a reference price may make it difficult to judge "fair" value.

11. Clearing House Protections:

The performance of a transaction by us (or a third party with whom we are dealing on your behalf) is typically "guaranteed" by the relevant exchange or its clearing house. However, this guarantee will usually not extend to cover you, the client; in particular, it may not protect you in the event that we or another party default in our duty to you. On request, we will explain any protection(s) afforded to you under the clearing guarantee applicable to the exchange on which you are dealing. You should note that, because there is usually no clearinghouse for traditional options or off-exchange (OTC) instruments, the above-mentioned protections often do not apply to these products.

12. Stock Exchanges:

SCJL trades in Alternative Investment Market (AIM) and NEX Exchange Growth Market shares, both of which carry a higher degree of risk than "blue chip" investments. The AIM and NEX Exchange Growth Market are both designed primarily for smaller and emerging companies, shares in which are more difficult to buy and sell due to lower market liquidity and to which market makers apply a widespread to the buy and sell prices. Furthermore, both the AIM and NEX Exchange Growth Market rules are less demanding than those of the Official List of the London Stock Exchange.

These investments may not be suitable for everyone; if you have any doubt concerning your suitability for them, you are advised to contact your investment manager.

13. Extended Settlement and Leverage (T+20 Trading):

Trading with extended settlement prolongs the period between the trade and corresponding settlement; as a client, you make or receive payment at the conclusion of the (extended) settlement period. To trade in this manner, collateral may be deployed. The degree of leverage you are permitted to assume on your capital will be determined by a risk-based assessment conducted by SCJL. You should note that, if using leverage, your losses can exceed your original investment and consequently this is a high-risk activity. Trading with extended settlement does not incur any additional financial cost, but the price dealt in the market is likely to be at a premium to the prevailing market price.

14. Securities Subject to Stabilisation:

SCJL may from time to time, carry out transactions on your behalf in securities which are the subject of stabilisation.

Stabilisation occurs where the market price of a newly issued security is initially artificially maintained. The use of stabilisation helps counter the effect of a new issue coming to the market and the price of the security dropping before buyers are found. This process may affect the price of both the security in question and any related securities. You should note that, the mere presence of stabilisation should not serve as an indication of the level of interest from investors in the newly issued security or any relevant securities, nor the price at which they are willing to purchase these investments.

Stabilisation will be performed by a "stabilisation manager"; this is typically the firm primarily responsible for bringing the new issue to market. The stabilisation manager is permitted to repurchase the securities it previously sold or allotted to investors, provided it complies with market rules imposed by the FCA.

The Stabilisation Rules limit the period in which the stabilisation manager may operate to stabilise a new issue, fix the price at which the stabilisation is to occur and disclose that it may be actively stabilising.

15. Deposited Cash and Property:

You should familiarise yourself with the protections granted to you in respect of any money or other assets you hold in cash for the purposes of domestic and foreign transactions. These protections shall be of particular importance in the event that the third party holding your money or other assets on our behalf, or a counterparty to a transaction holding your money or other assets, become insolvent or bankrupt. In such a circumstance, you may not recover all of your money or other assets.

The protections granted to you will be determined by the legal and regulatory regimes operating in the country in which your money or other assets are being held.

16. Other Fees and Charges:

Before you return the Account Opening Documentation to us, you should ensure that you are aware and possess a thorough understanding of all fees, charges and commissions for which you may be liable. These overall charges will affect your net profit and loss. Should you have any questions regarding such fees and charges, you are advised to contact us.

17. Trading Facilities:

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration and clearing of trades. As with all systems, these systems are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or members firms. Such limits may vary.

18. Electronic Trading Facilities:

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to the risks associated with that system, including the failure of hardware and software. The result of any such system failure may be that your order is not executed per your instructions, your order is not executed at all or we are unable to keep you continuously informed of your positions and fulfilment of margin requirements.