



Titan Wealth Platform (Advisory)

Terms and Conditions

Titan Pensions & Investments Ltd

July 2025

Terms of Business

This is an important document – so please read it carefully.

It sets out the terms on which we agree to act for you and contains our responsibilities to you. It also sets out your responsibilities to us. If you require clarification on any part of this document please ask us for further information.

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1. Meaning Of Words And Expressions

1.1 In this document the following words and expressions have the meanings set against them below:

“Account Opening Documents”

The documents which you must complete in order to become a client.

“Associate”

The company Titan Pensions & Investments Ltd and the directors and employees of such company.

“Business Day”

A day when the London Stock Exchange is open for dealings (excluding Saturdays, Sundays, public and bank holidays in England).

“Business Hours”

08:00 to 16:30 on a Business Day, or as defined by the opening hours of the London Stock Exchange.

“Collective Investment Schemes”

Arrangements that enable a number of investors to “pool” their money, in order to gain access to a wider range of investments. They are usually called “funds” and we use the term “Collective Investment Scheme” and “fund” interchangeably in these Terms.

“Execution-Only”

A dealing service where we buy or sell investments on your behalf in accordance with your instructions. With an Execution-Only service we do not advise you on the merits of a transaction and therefore we are not required by the FCA Rules to ensure the transaction is suitable for you, that you are able to financially bear any related

investment risks, and that you understand the risks involved in the transaction.

“FCA”

The Financial Conduct Authority of the United Kingdom or any successor authority.

“FCA Rules”

The rules of the FCA.

“Investment Advisory Account”

Any or all of the types of account we provide under these Terms, as described in clause 3.5. We use the term Investment Advisory Account and Account interchangeably.

“GIA”

General Investment Account

“Investment Advisory Service”

The service we provide under these Terms.

“Service Proposition and Client Agreement”

A document to be signed by you that consents to our fees and charges being deducted from your account(s) by Third or paid by you directly. The Service Proposition and Client Agreement is one of the Account Opening Documents.

“ISA”

Individual Savings Account.

“ISA Regulations”

The Individual Savings Account Regulations 1998.

“ISA Manager Services”

The Terms and Conditions which relate to the provision of a Stocks & Shares ISA or Junior ISA by Third Platform Services Limited.

“Key Features Document”

A document providing a summary of the key characteristics of a collective investment scheme, an ISA or a GIA.

“Key Investor Information Document”

A short document containing key investor information for investors on the essential elements of a Collective Investment Scheme.

“losses”

Liabilities, losses, damages, costs, claims and expenses of any kind.

“Market Abuse”

Market Abuse may arise in circumstances where financial investors have been unreasonably disadvantaged, directly or indirectly, by others who: (i) have used information which is not publicly available (insider dealing); (ii) have distorted the price-setting mechanism of financial instruments; or (iii) have disseminated false or misleading information.

“Portfolio”

All of the money and investments held across all the Investment Advisory Accounts which you have opened and in relation to which we are providing our Investment Advisory Service.

“Regulatory System”

The legal and regulatory requirements with which we must comply because we are authorised by the FCA.

“Security Information”

Information that you provide us when you initially join the Investment Advisory Service which both you and we undertake to keep safe and confidential and which we will ask you to repeat or enter into a secure area

of our website in order to validate that it is you requesting to access your Accounts and not an unauthorised person. It is important that you keep this information safe and that you change your Security Information if you believe that any other person may be aware of what that information is.

“Third”

Third Platform Services Limited, with company number 09588254 and registered office at Birchin Court, 20 Birchin Lane, London, EC3V 9DU. It is authorised and regulated by the Financial Conduct Authority under registration number 717915.

“SIPP”

A Self-Invested Personal Pension.

“Terms”

The terms of business set out in this document (and, if relevant, any changes made to them in accordance with clause 27).

“you” or “your” or “yours”

Any person applying for the Investment Advisory Service and who will be bound by these Terms if their application is successful and, where applicable, their duly authorised representatives, legal personal representatives and successors.

2 Information about us and our regulator

2.1 Our full name is Titan Pensions & Investments Limited. In these Terms we are referred to as “we”, “us”, “our” or “Titan P&I”. We are incorporated in England and Wales under number 2318036. Our registered office is at Ironstone Place, Kettering, NN14 1FN. Our telephone number is 01536 462700.

2.2 We are authorised and regulated by the FCA whose address is 12 Endeavour Square, London, E20 1JN. We are entered on The Financial Services Register under registration number 143390, which you can check at register.fca.org.uk or by contacting the FCA on 0800 111 6768.

We are authorised to provide the services of investment advice, investment management, arranging custody, and dealing (including execution-only dealing) in investments.

2.3 As we predominantly recommend our own investment services and solutions, our investment advice is Restricted Advice under the rules of our regulator the Financial Conduct Authority. On the occasions where our own investment solutions are not suitable for you we may recommend investment products and services provided by other product providers selected from across the marketplace.

We do not provide advice on the following types of investment: -

- Unregulated Collective Investment Schemes
- Qualified Investor Schemes
- Derivatives contracts

3 Information about our service

3.1 The service we offer under these Terms is our Investment Advisory Service.

3.1.1 This is our advisory service based on our “asset allocation models”. Our asset allocation models combine different asset classes in pre-defined proportions to achieve targeted investment objectives within specified risk profiles.

3.1.2. Based on our understanding of your requirements we will recommend the appropriate asset allocation model(s) to you.

3.1.3. If you accept our advice you may instruct us to effect for you the transactions in investments which are necessary to ensure that your Portfolio is invested in the same proportion as the selected asset allocation model(s).

3.1.4. We do not make decisions without referring to you. You may accept or reject our advice. All decisions on whether to buy, hold or sell any investments are yours.

3.1.5. When we execute your transactions, we act on your behalf in a transaction to buy or sell investments.

3.2. When we provide you with a recommendation about the asset allocation model(s) that is suitable for you, we will base our recommendation on the information that you provided to us during the account opening process or that you subsequently provide as part of the ongoing advice service.

This information is about:

3.2.1. yourself and your knowledge and experience in the investments listed in clause 3.11;

3.2.2. your investment objectives;

3.2.3. your financial situation;

3.2.4. the level of risk, including loss to capital, that you are prepared to accept;

3.2.5. the restrictions on the investments which you are prepared to hold; and

3.2.6. any other special requirements that you may have.

For the purposes of ensuring that our recommendations are suitable to you the information we hold must be up to date and accurate. You must therefore notify us if there are any changes to the information you have provided or to your circumstances. Any failure to notify us of a change may lead to the provision of unsuitable advice. Titan P&I has no obligation to verify the information provided by you during the fact find process, or to ask you for updates on your personal circumstances outside the annual review process (or outside other "review events" stated in clause 3.6).

3.3 In providing the investment recommendation about the asset allocation model(s) suitable for you we will be advising on various products including the Collective Investment Schemes (as defined in clause 1 and generally known as "funds").

3.4. You should also be aware that when we consider the suitability of our asset allocation models to you our advice is restricted to considering whether we reasonably believe that your stated investment objective can be achieved from our range of asset allocation models. This is not comprehensive financial planning advice. Therefore do not rely on our Investment Advisory Service for comprehensive financial planning advice.

If you wish to obtain a more comprehensive financial planning service, please let us know and we will refer you to our separate financial planning service.

3.5. Should you wish to take advantage of the tax benefits that are available with ISAs, our Investment Advisory Service enables you to have one or more of the following types of account:

3.5.1. Investment Account: We can open an Investment Account for clients of the Investment Advisory Service. This Account allows you to invest outside the "tax wrapper" accounts described in clauses 3.5.2, 3.5.3 and 3.5.4.

3.5.2. ISA Account: This is a stocks and shares ISA for which additional specific terms apply and are set out in a separate document which will be available to you upon applying for an ISA account.

3.5.3. Junior ISA Account: This is a stocks and shares Junior ISA for which additional specific terms apply and are set out in a separate document which will be available to you upon applying for a JISA account.

3.5.4. Joint Investment Account: This Account enables you to have joint ownership with one other person but is not available for the ISA Accounts.

3.6. We will offer to carry out an annual review of your Portfolio. We will also carry out a review more frequently if:

3.6.1 You notify us of a material change in your circumstances, and you request that we carry out an ad hoc review;

3.6.2 We agree with you a more frequent review period; or

3.6.3 You specifically request us to do so.

We carry out this review on the basis of the information you provided to us as outlined in clause 3.2. Titan P&I has no obligation to monitor or review your investment portfolio at any time other than during specific 'review events' (e.g. the annual review, or other reviews as per this clause 3.6).

3.7. We may contact you with news or other information about one or more of the investments you hold within your Account

or other investments we think may be of interest to you. This is provided as a means of enhancing the service we offer to you but should not be treated as investment advice or a personal recommendation unless explicitly stated as such.

3.8 We recognise there may be occasions where you specifically ask us to buy or sell investments within your Investment Advisory Account. On occasions that you do make these requests:

3.8.1. You should be aware that for those investments that we do not research our advice will be restricted to the suitability of the investment according to the asset

allocation model you have selected and any other information (e.g. past volatility) we have available to us or which you specifically request from us. There may be some investments which we do not consider to be suitable according to the initial account information you have provided us with or which our research analysts do not rate, in which case we will advise you of this although if we subsequently agree to process the transaction on your behalf we may have to treat you as an insistent client for the purpose of the transaction;

3.8.2. Depending on the nature or frequency of investments initiated by you we reserve the right to review the suitability of an Investment Advisory Account for you and request that you set up an execution-only account to accommodate this category of instruction.

The direct instruction to us will be used to carry out Execution-Only transactions on your behalf.

3.8.3. Investment instructions that have been initiated by you may not be consistent with the asset allocation models you

selected, and this may reduce the likelihood of achieving your investment objective;

3.8.4. We will however include in our consideration any investments you have requested within your Portfolio when we undertake a periodic review of your Account(s) (see clause 3.6);

3.8.5. You should also be aware that all Execution-Only investments, whether initiated by you or by us, that are included in your Investment Advisory Account(s) will also be subject to the fees as outlined in our document, "Titan P&I Service Proposition & Client Agreement".

3.9 Within our Investment Advisory Service you may also ask for advice on the merits of buying and selling investments that do not necessarily fit within the Titan P&I asset allocation model(s) that you have selected.

In such cases we will provide you with investment recommendations on a one off transaction basis which we reasonably consider to be consistent with your stated investment objective. Where our advice relates to Collective Investment Schemes, we will issue you with a "suitability report" (as we are required to do under the FCA Rules), which we may call a "recommendation letter".

3.9.1. If you agree to accept our recommendation, we will carry out the transaction for you by passing orders to third parties such as brokers who are responsible to us for the execution of the transaction. In rare cases we may also execute your orders directly. If we execute your orders, we do so in accordance with our Order Execution Policy which is summarised in Schedule 3, as explained further in clause 11.

3.10. We only provide the Investment Advisory Service to United Kingdom ("UK") Residents. Our website is intended for use by UK residents only. You must not undertake any transactions or open any accounts with us if you are outside the UK unless expressly permitted by us in writing. You must inform us immediately if you cease to be resident in the UK.

3.11. We may provide our Investment Advisory Service in relation to the following types of investment:

3.11.1. Units and shares in Collective Investment Schemes which are either authorised and regulated by the FCA, recognised (i.e. are authorised for distribution in the United Kingdom but not regulated) by the FCA or unregulated, including those which may be operated or advised by us or an Associate;

3.11.2. Shares in UK or foreign companies;

3.11.3. Exchange Traded Funds ("ETFs");

3.11.4. UK debt instruments, including government, public agency and corporate issues;

3.11.5. Cash;

3.11.6. Warrants; and

3.11.7. We may make other products or services available, as required, during the course of you holding an account with us.

3.12. Our Investment Advisory Service enables the automatic linking of accounts so that they are handled under one agreement.

3.12.1. The linking of accounts is provided automatically:

(i) where your Accounts under our Investment Advisory Service have the same investment objective and asset allocation

model and you ask us to manage them together, they will automatically be linked and managed under our Investment Advisory Service as though they were one; or

(ii) where your Accounts and those for other members of your household or other connected persons have the same investment objective and asset allocation model and both you and the respective accounts holders ask us to manage them together, they will automatically be linked and managed under our Investment Advisory Service as though they were one.

3.12.2. Linking will enable any of the account holders as specified in this document to give us instructions on the linked Accounts.

3.12.3. Linking will allow us to provide aggregated valuation statements for all the linked Accounts.

3.12.4. Where automatic linking occurs in accordance with clause 3.12.1 and 3.12.2, you consent that any accounts that are not Investment Advisory Accounts (such accounts being subject to separate terms and conditions to these Terms) held by each linked party will also be automatically linked in the manner described in clause 3.12 to every other party. For the avoidance of doubt, linked Investment Advisory Account holders may only give us instructions on linked Investment Advisory accounts and not to any other Accounts, except where such authority has separately been provided and agreed with us.

3.13. In addition to the automatic linking of Accounts as described in clause 3.12 above,

we also offer the facility for you to further link your Investment Advisory Account(s) to other types of Titan P&I Account held by you, other members of your household or

other connected persons. This additional linking to other types of Titan P&I accounts allows each account holder within the link to view the aggregated position and the transaction history of their own Titan P&I Account(s) as well as the Titan P&I Account(s) of others within the link. This additional linking is done via our website and requires the prior consent of each account holder within the link.

3.13.1. The linking of Titan P&I Accounts in this way is only a reporting facility; it does not allow us to manage the accounts as though they were one, nor allow you or any other linked account holder to transact or give us instructions on accounts that do not belong to them.

3.14. Any account holder may instruct us at any time to sever any link they are part of, as described in clauses 3.12 and 3.13 and there is no cost for any of these linking services. For the avoidance of doubt, the severing of account linkages will not be treated as a termination of these Terms by which you will continue to be bound unless terminated as described in clause 23.

3.15. At our discretion, on or around the time you open your Investment Advisory Account(s), or at any point thereafter, we may be required to convert your fund investments from one type of share or unit class to another, and/or to sell your fund investments and reinvest the proceeds into one or more alternative investments. Fund conversions are not normally expected to involve the sale and subsequent reinvestment of the sale proceeds and instead we will endeavour to facilitate a conversion mechanism that represents a corporate action. If required, these transactions will be required in order that we continue to meet the requirements of

the FCA's Retail Distribution Review. If you do not agree to the required conversions then we may no longer be able to provide you with investment advice and personal recommendations, possibly leading to termination of our relationship with you under these Terms.

3.16. Our Investment Advisory Service is designated as whole of market advice.

3.17. If you choose to pay for our ongoing advice service, which is more likely to be appropriate where you want a range of funds in your Portfolio, we will offer you an annual review of your Portfolio. We will also carry out a review more frequently if you notify us of a material change in your circumstances and you request that we carry out an ad hoc review; or if we agree with you a more frequent review period; or if you specifically request us to do so (referred to as "review events"). We carry out this review on the basis of the information you provided to us as outlined in clause 3.2, for clients receiving the ongoing advice service. We have no obligation to monitor or review your investment portfolio at any time other than during specific "review events" (e.g. the annual review, or other reviews).

3.18. As part of the initial advice we will advise you on whether ongoing advice is suitable for you considering the investment solution recommended. If ongoing advice is not recommended or you opt not to receive ongoing advice, we will not charge you any ongoing advice fee, but an ongoing platform charge of 0.25% per annum will apply. By agreeing to the terms set out in this document you are providing consent to Third for the collection of this charge from your Account(s). We will have no obligation, however, to monitor or review your investment portfolio after providing you the

initial advice. You may request additional advice from us subsequently, but any such advice will also be subject to the initial advice fee outlined in our “About Us” document.

4. How we categorise you

4.1. We will categorise you as a Retail Client. Retail Clients benefit from the highest degree of protection under the FCA Rules.

5. The basis on which we provide our service

5.1. Our legal relationship with you is governed by the following documents which are available on our website or from us and together set out the basis on which we provide our Investment Advisory Service:

5.1.1. This “Investment Management Service (Advisory) Terms of Business”;

5.1.2. “Titan P&I Service Proposition & Client Agreement”; and

5.1.3. The Account Opening Documents including where applicable the model portfolio service agreement.

5.2. You should read these documents carefully and retain copies of them. If there is anything in them that you do not understand or agree to, you should discuss this with us and seek clarification.

5.3 The application process and opening of your Investment Advisory Account(s) are completed via paper application forms. This process is supported by the provision of information via our platform website. We will tell you about our specific requirements as part of the application process. Once the Account(s) is opened you will be offered secure access to our website to enable you to view and obtain information about your Account(s).

5.4 Your opening Portfolio should have a minimum investment value of £500.

We reserve the right to decline to provide our Investment Advisory Service below this minimum.

5.5 You will normally fund your Account(s) by providing us with cash but in certain circumstances at our absolute discretion we may agree to accept “transfers in” of investments. If you wish to transfer investments into your Investment Advisory Account(s), they must be registered in your name or that of a third party on your behalf (in which case you have the “beneficial ownership” of the investments as that term is explained in clause 5.12.1).

5.5.1. You should be aware that any transfers in that we agree to, may for a period of time cause the composition of your Portfolio to be different from the composition of the agreed asset allocation model(s) on which our Portfolio is based (both in terms of the investments held and the proportion in which each broad category of investment is held). This means that during such period the investment performance and risk profile of your Portfolio may also be different from those of the asset allocation model(s).

5.5.2. In such cases we will recommend to you the actions that you should take to align your Portfolio with the agreed asset allocation model(s). If you accept our advice and instruct us we will carry out the necessary transactions.

5.6. At our absolute discretion we may also agree to a “transfer out” of some of the investments held in your Portfolio to other investment managers or advisers you may appoint. This will be subject to our charges as outlined in our “Titan P&I Service

Proposition & Client agreement” document or as otherwise agreed with you in writing.

5.7. When you apply to open an Account we will carry out security checks. This is for both your protection and ours, and is designed to ensure no-one else can open an Account in your name.

5.7.1. If you satisfy our security checks and complete the account opening procedures, your Account will be opened.

5.8. These Terms will become effective once we have agreed the Account Opening Documents with you and have confirmed acceptance of your application in writing (either by post or via email). We reserve the right to reject your application without providing any reason.

5.9. By opening your Investment Advisory Account(s) you authorise us to appoint Third on your behalf to provide custody for your investments.

5.9.1. Third is the appointed custodian for your investments (including cash) and provides the means for the execution for all of the transactions in investments we make on our instructions.

5.9.2. We are not authorised to provide custody of your investment or to hold your cash. Therefore, any cash that you wish to use to fund your Account(s) must be transferred to Third.

5.9.3. We reserve the right to arrange for your assets to be transferred to and held by an alternative custodian that Titan P&I may appoint.

5.10. This means that you are also entering into a direct legal and binding relationship with Third Financial for the custody of your investments. The terms under which Third provide its services are set out in its

separate Terms of Business (“Third Terms”), which are attached to these Terms of Business (Schedule 1).

5.11. For your convenience we set out in Schedule 1 key information relating to Third's custody of your investments. You are prohibited from investing in assets other than those for which Third has agreed to provide custody and safeguarding.

5.12. Ownership, custody and registration of your investments:

5.12.1. In English law there are two types of ownership, legal ownership and beneficial ownership. Legal ownership refers to the ownership of a property in the eyes of the law and is only interested in the name in which property is registered. Beneficial ownership refers to the ownership of the right to use and benefit from property. While legal and beneficial ownerships are usually held by the same person, it is possible for them to be held separately. When the legal and beneficial ownership of property are held separately, the legal owner is obliged by law to hold the property for the benefit of the beneficial owner and cannot use the property (or dispose of it) for his own benefit.

5.12.2. All your investments will be registered by Third in the name of its own nominee company, which will have legal ownership of the investments and hold them for your benefit. The nominee is a company within the Third group whose sole purpose is to be registered as the legal owner of the investments that Third holds for you and our other clients. As this nominee company does not trade, it is unlikely to become insolvent, which provides added protection to the investments held in your Investment Advisory Account(s). Any share certificates

or other documents evidencing legal ownership of investments will be held by Third.

5.13. Clients of our Investment Advisory Service may be required to set up and maintain an active Direct Debit bank account mandate. This must be from a UK bank or building society, account details of which you have given on your application or notified us of at a later date. This must be a personal account either in your name or held jointly by you, and be BACS-compatible.

5.13.1. A Direct Debit Scheme Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits ("Direct Debit Scheme"). The efficiency and security of the Direct Debit Scheme is monitored and protected by your own bank or building society. If the amounts to be paid or the payment dates change under the Direct Debit, we will notify you at least five Business Days in advance of your account being debited or as otherwise agreed with you.

5.13.2. If an error is made by us or your bank or Building society, the Direct Debit Scheme Guarantee means that you are guaranteed a full refund from your branch of the amount paid.

5.13.3. You can cancel your Direct Debit at any time by writing to your bank or building society. You should also forward a copy of this letter to us for our records.

5.14. If you open an ISA Account it will be subject to additional terms as outlined in clause 8.

5.15. We may have negotiated rebates of the annual management charges ("AMC") levied on the Collective Investment Schemes in which you can invest via us ("Eligible Funds"). The level of any fund rebate varies by fund.

We will pass on this rebate to your Investment Account or ISA Account in which the Eligible Fund is held. Any fund rebate will be paid to your Account (normally calculated monthly, on the basis of the daily value of the relevant funds) in respect of such discount. Payment will be made following receipt of the rebate by the Custodian. Certain fund managers may make such payments less frequently (e.g. annually), in which case they will be credited to your Account less frequently, following receipt by the Custodian. The relevant fund manager will remit the rebate to the custodian as cash, which will be used to buy additional units in the relevant fund for clients on an aggregated basis. As a result, when calculating the number of units for individual clients, there may be some rounding down of fractions (depending on the number of decimal places allowed by the fund manager for dealing) which could result in a small reduction in the rebate you would otherwise be entitled to receive, and the rounded-down amount will be credited to your Account. Any residual fractional units may be eliminated. Where the value of the rebate is £1 or less per fund/ per investor, or you no longer hold the fund in question at the date of receipt of the rebate, or you have instructed the closure of our Account at the date of calculation of the rebate, we may credit the rebate due in cash. Fund rebates, whether paid in units or cash, are subject to income tax, so the Custodian will deduct basic rate income tax from any such payments where applicable. Details of the calculation of the rebate credited to your account are available on request.

5.16. If you want to withdraw money from your Account(s), payment will normally be made via Faster Payments to your chosen

UK bank or building society account. In the event of a necessity to make payment by CHAPS, for example for single payments in excess of £250,000, a charge of £20 will be applied, unless we agree to waive this. If there is not enough available cash in your Account(s), by default we will sell proportionately across the investments in your Account(s) to provide the required cash, unless you specify otherwise.

5.17. Interest will be paid on cash held within your Investment Advisory Account(s) at the prevailing variable rate, details of which are available upon request.

5.18. We will pay cash dividends, gilt and bond interest to your Investment Advisory Account(s) unless you have instructed us otherwise. These payments will normally be paid within 24 Business Hours of receipt.

5.19. You confirm to us that you are able to appoint us to act in accordance with these Terms and that the information you have provided is complete, accurate and up to date.

6. Communications between us (including our paperless service)

6.1. We may communicate with each other in writing, including by email or via our website or by telephone. We will tell you if a particular form of communication is required for any particular purpose.

6.2. We will communicate with you using the contact information you supply in the Account Opening Documents or such other information as you provide to us in writing from time to time.

6.3. You may contact us at Titan P&I, Ironstone Place, Kettering, NN14 1FN, by telephone on 01536 462700 or by email to

any email address that we have provided to you.

6.4. You must communicate with us in English. Documents and other information we supply will be in English.

6.5 The Investment Advisory Service is designed to be a “paperless service”. This means that once your Account(s) is opened we will normally communicate with you, including providing you with information about your Investment Advisory Account(s), via our website and via email. We will not send sensitive information to you via email. We will also communicate with you in writing or via post as outlined below:

6.5.1. The information you may receive via our website includes (but is not limited to): valuation statements; contract notes; Account Opening Documents; Terms of Business; Key Features Documents; Key Investor Information Document; notification of corporate action events; and tax certificates. However we may continue to send certain of these documents to you by post normally for regulatory or security reasons.

6.5.2. If you specifically want to receive contract notes and/or valuation statements by post, then please ask us to arrange this for you.

Please note that a fee may apply for this service.

6.5.3. You will need to regularly review your “My Account” section of our website via the client login button as this will be one of the primary ways of communicating with you.

7. Client money

7.1. We have appointed Third to hold money that belongs to you and we will not accept or handle cash in any circumstances. We

cannot accept a cheque or any other payment order made out to us unless it is in settlement of fees or disbursements.

7.2. Money for the purposes of your transactions within the Investment Advisory Account(s) will be held by Third in accordance with the client money arrangements set out in Third's Terms.

8. How we provide our investment advisory service to you

8.1. The investments we will recommend for your Portfolio will comprise units in Collective Investment Schemes which are either authorised and regulated by the FCA or recognised (i.e. are authorised for distribution in the United Kingdom but not regulated by the FCA). These may include those which may be operated or advised by us or an Associate. It may also comprise other types of investment as set out in clause 3.11.

8.2. When you instruct us to buy or sell an investment we will normally, acting on your behalf, pass your order on to third parties for execution in accordance with Third's own execution policy which is available at www.thirdfin.com

8.2.1. By opening your Investment Advisory Account(s) with us you consent to Third's execution policy and, where applicable, authorise Third to execute transactions (or have transactions executed) on your behalf outside an EU-regulated market (such as a stock exchange) or Multilateral Trading Facility ("MTF") where we think this would be in your best interests.

In general terms the FCA uses the terms:

(i) "regulated market" to refer to a multilateral system operated or managed by someone it calls a "market operator", to

bring together various third parties who want to buy and sell certain types of investment in line with fixed rules that the market operator establishes; and

(ii) "multilateral trading facility" to refer to alternative trading venues that also bring together parties who want to buy or sell certain types of investment, but offer an alternative to formal exchanges with fewer restrictions as to what investments can be traded on them.

8.2.2. By opening your Investment Advisory Account(s) with us you also provide us with the express instruction not to make public your orders to buy or sell investments at a specific price or better where they are not immediately executed under prevailing market conditions, unless we consider that it is in your best interests to do so.

8.3. Although we will aim to achieve the investment objective of the selected asset allocation model(s), we cannot guarantee or otherwise provide assurance that this investment objective will be achieved.

8.4. All investments involve a degree of risk. The value of investments and the income from them may go down, past performance is no indicator of future performance and therefore you may get back less than the amount you invested.

We describe in the risk warning section of our suitability reports the main risks which are relevant to the Investment Advisory Service. Please read them before subscribing to our Investment Advisory Service and contact us if you require clarification on any point. We may provide further risk information during the course of our services to you, as appropriate.

8.5. If you choose not to follow our advice on the selection of investments for your

Account(s), your Account(s) will not be invested in line with the asset allocation model(s) we recommended and to which you agreed. There is an increased risk that you may not achieve your targeted investment objective.

8.6. When we provide our Investment Advisory Service, in addition to investment recommendations we make to you, we may also make available to you information on investments or markets, such as market commentary. This Information is prepared for the benefit of all our clients and is not based on a consideration of your particular circumstances. You must not therefore treat any market or investment commentary as a personal recommendation or as investment advice given to you.

8.7. You can provide us with dealing instructions for your Investment Advisory Account by email, telephone or letter. We aim to facilitate instructions as soon as possible on receipt of request. It is your responsibility to ensure that dealing instructions have been received and actioned. We would encourage you to provide any urgent instructions by telephone or call us to confirm receipt of email/letter instructions.

9. Settlement

9.1. You are responsible for paying for each transaction we pass to third parties for execution on your behalf, whether by payment of the purchase price, delivery of the relevant assets, or otherwise as the relevant market requires.

9.1.1. You must therefore ensure that before you instruct us to buy an investment on your behalf you have sufficient available cash in your Investment Advisory Account(s)

and that any investment you instruct us to sell for you is in the custody of Third.

9.1.2. If you do not comply with clause 9.1.1 and as a result a transaction that we execute on your behalf fails to settle and we suffer losses as a result, you will be responsible for compensating us for these losses.

9.2. Our obligation to deliver assets or the proceeds of the sale of any assets to your Investment Advisory Account(s) is conditional on our receipt of the relevant assets or sale proceeds from the other party to the transaction. Neither we, nor the third parties to whom we may pass your orders, will be liable to or compensate you, in the event that a counterparty (which is not the third party we used) fails to settle a transaction.

9.3. You should also be aware that the securities settlement conventions in certain markets outside the UK may result in a delay before proceeds of sale are received or title to a security pass to your Account(s).

10. Reporting to you

10.1. Unless we specifically agree with you otherwise, you will be provided with a valuation report online on a quarterly basis. This report will contain details of all the investments and any money held by Third in respect of your Investment Advisory Account(s) at the end of the period covered by the valuation report.

10.1.1. Unless we agree otherwise with you, valuations will be based on the market price supplied by external information providers as at the close of business on the valuation date. In cases where a market price is not available, we may need to value an investment using a different basis, for

example, the last traded price or estimation of the price or at cost.

10.1.2. For the avoidance of doubt, the valuation reports relate to transactions in the investments that you hold in your Account(s) for example, unit trusts or OEIC funds and not to any transactions relating to the underlying securities in those unit trusts or OEIC funds.

10.2. We may provide further information in relation to your Account(s) as agreed with you, including specific information after the end of each tax year or when we start to provide the Investment Advisory Service to you.

10.4. Your valuation reports may show transactions that have not been settled, but neither we nor Third are required to include unsettled transactions in your valuation reports.

10.5. If there is a corporate action affecting the investments held in your Investment Advisory Account(s), we will make reasonable effort to contact you, usually by phone or email, to recommend a course of action and to obtain your instructions.

10.5.1. Where relevant we will specify our own deadline within which we must receive your valid response.

10.5.2. If no valid response is received within the deadline we will normally act in accordance with the default terms issued by the relevant registrar for the investment in question.

10.5.3. Where your chosen course of action requires the payment of additional sums (e.g. rights issues), your instructions will not be considered valid unless the required cash is within your Account(s) by our specified deadline for valid response.

10.5.4. Valid elections received are deemed irrevocable and final.

10.5.5. We may also notify you of non-elective corporate actions where no election is required from you (e.g. change of name).

11. Market Abuse

11.1. You agree that you will not by act or omission deliberately, recklessly or negligently engage in Market Abuse, or require or encourage another person to do so. If you are uncertain as to whether your dealings or proposed dealings are lawful, you must take legal advice.

11.2. We reserve the right to take any action we deem appropriate if we have suspicions about your Investment Advisory Account(s) being used to engage in Market Abuse. This action will include but is not limited to, refusing to act on your instruction. We are not obliged to give you any reason for our actions in this regard.

12. Money laundering

12.1. We are legally obliged to submit a report to the National Crime Agency if we know, suspect or have reasonable grounds to suspect, that any person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism. We are not normally permitted to inform anyone of the fact that we have made such a report. We may also cease to act without explanation in certain circumstances. You agree that we will not be liable to you for losses that arise from any action that we take in good faith and reasonably consider required under anti-money-laundering and anti-terrorism legislation.

13. Conflicts of interest

13.1. We are required by the FCA Rules to establish, implement and maintain a conflicts of interest policy to identify and manage conflicts of interest to ensure that they will not constitute or give rise to a material risk to your interest.

13.1.1. We provide you with a Summary of Third's Conflicts of Interest Policy in section of schedule 1. Further details on Third's conflicts of interest policy are available upon request.

13.2. If the arrangements provided by our Conflicts of Interest Policy are not sufficient to prevent risk to your interests being prejudiced, we must disclose the general nature and sources of conflicts of interest before providing our Investment Advisory Service to you.

13.3. We will not disclose to you or use for your benefit any information which we or any person connected to us may have where to do so would or might be a breach of any obligation of confidentiality to any other person. Nor will we reveal any information to you or use it for your benefit where to do so would in our opinion place us in breach of a law or regulatory obligation.

13.4. We shall not in any event be obliged to take into account any information which, whilst held by us or by person connected to us, does not come to the actual notice of the individual responsible for giving recommendations or taking other action on your behalf.

14. Liability

14.1. Our obligation to you is to provide our Investment Advisory Service and comply with our obligations under these Terms with

the reasonable skill and care expected of an FCA-regulated investment professional who provides services such as we provide. We will therefore be liable for losses suffered by you to the extent that such losses are caused by our negligence, wilful default, fraud or breach of our obligations under the Regulatory System.

14.2. Nothing in these Terms shall be read as excluding or restricting any liability we may have for death or personal injury or for breach of our obligations under the Regulatory System.

14.3. If we negligently fail to accurately carry out your instruction to sell an investment, you will be asked to choose whether you want us to:

14.3.1 Pay you the difference between the price that you obtained on the sale and the price you should have obtained if we had carried out your instructions correctly; or

14.3.2 Hold onto the investment where the value of the investment has risen from the price you should have obtained.

14.4. If we negligently fail to accurately carry out your instruction to buy an investment, you will be asked to choose whether you want us to:

14.4.1 Buy the investment to put you in the position that you would have been in if we had carried out your instruction correctly; or

14.4.2 Pay you the difference between the price you should have paid for the investment and the price that you actually paid.

14.5. We will not be liable to you if we cannot perform our obligations by reason of any cause beyond our reasonable control, which could include but is not limited to any act of God, fire, act of Government or

supranational bodies or authorities without a reasonable period of prior notice, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes (affecting companies other than Titan P&I) of whatever nature, late or mistaken delivery or payment by any bank or counterparty. If an event of this kind occurs, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on you and will pass on to you (up to the amount of the losses you suffered) any compensation that we may obtain under any action that we take against a third party following such an event.

14.6. Where you make use of our paperless service, we would also like to draw your attention to the following:

- (i) Titan P&I shall use its reasonable endeavours to ensure continuous availability of the part of the Investment Advisory Service to which you can have access online (including without limitation any underlying communication services provided by third parties and of the documents and information mentioned in clauses 6.5 and 10.7) during business hours;
- (ii) The internet and the telecommunication systems may be subject to interruption or failure through no fault of ours;
- (iii) You are responsible for providing and maintaining the communications equipment (including personal computers and modems) that you use to access our Investment Advisory Service;

(iv) We cannot guarantee that our Investment Advisory Service will support all browser types and be fully compatible with your communications equipment; and

(v) You are required to maintain a live email address for receipt of ongoing communications.

15. Complaints

15.1. You should contact us immediately if you are dissatisfied in any way with any aspect of our Investment Advisory Service. You can also at any time contact the Compliance Officer, Titan P&I, Ironstone Place, Kettering, NN14 1FN. Telephone: 01536 462700.

15.2. A complaint can be made in writing, by telephone, by email or in person. Your complaint will be handled in accordance with the FCA Rules and the procedure will at all times be free of charge. We treat every complaint very seriously and aim to resolve each complaint fairly and promptly.

15.3. We hope to resolve all complaints amicably. However, should we fail to resolve a complaint to your satisfaction or if we fail to do so within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone: 0800 023 4567 or 020 7964 1000 and website: financial-ombudsman.org.uk.

15.4. A copy of our complaint handling procedure is available on request and is also available on our website.

16. Compensation

16.1. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if

we cannot meet our obligations towards you because of our financial circumstances.

16.2. Should you be entitled to compensation from the Financial Services Compensation Scheme, you may be able to recover up to 100% of the first £85,000 that you invested in your Investment Advisory Account(s) and each FCA authorised UK based fund manager on the Investment Management Service will qualify for the investment element of the FSCS.

16.3. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY Telephone: 0800 678 1100

17. Joint Investment Accounts

17.1. If we accept an application for a Joint Investment Account (i.e. a single Account opened by two clients) we will agree with them from whom we may accept instructions which will bind both joint account holders.

This means that each joint account holder has as much authority over the Account as they would were they the sole account holder – this includes the ability to withdraw some or all of the value of the Account.

If you wish us only to act if we have instructions from both joint account holders, please contact us. We reserve the right to request written authority from both joint account holders.

17.2. The surviving account holder must notify us as soon as practicable upon becoming aware of the death of a joint account holder. Unless we are expressly instructed otherwise, we will assume that any subsequent purchase or sale of an

investment will be made solely for the surviving joint account holder.

17.3. All joint account holders are bound by these Terms and each joint account holder will be jointly and severally liable to us. This means that each of the joint account holders is responsible for themselves and for the other joint account holder and we may take action against one or more of the joint account holders for any breach of the obligations which apply to an account holder under these Terms.

17.4. We will send notices and communications as agreed between us. In the event where there is no agreement or your requirements not clear to us, we will send notices and communications only to one joint account holder, who will be treated by us as authorised to receive them on behalf of both the joint account holders.

18. Data Protection

18.1. If you open an account with us you will need to provide us with personal information about yourself and (in the context of joint accounts or if you are a corporate customer), about other individuals. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us.

18.2. Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site. Full details of how cookies work is provided on our website www.titanpi.co.uk

18.3. The primary legal basis that we intend to use for the processing of your data is for

the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively.

Without collecting your personal data we would also be unable to fulfil our legal and regulatory obligations.

18.4. To fulfil our obligations in respect of antimony laundering and other financial crime we will send your details to credit referencing agencies for identity verification purposes.

18.5. During the course of our relationship with you we will retain personal data which is necessary to provide services to you. We will take all reasonable steps to keep your personal data up to date throughout our relationship.

18.6. We are also subject to regulatory requirements to retain your data for specified minimum periods. These are generally:

- Five years for investment business
- Indefinitely for pension transfers and opt-out business.

These are minimum periods, during which we have a legal obligation to retain your records. We reserve the right to retain data for longer where we believe it is in our legitimate interests to do so.

18.7. Transfers of personal data outside the European Economic Area.

Third may transfer your personal data outside of the European Economic Area.

Where your personal data is transferred outside the European Economic Area ("EEA"), Third will ensure that it is protected in a manner that is consistent with how your personal data will be protected in the EEA

and that all transfers of personal data outside the EEA are done lawfully. This can be done in a number of ways, for instance, under an agreement which covers the EU requirements for the transfer of personal data outside the EEA, such as the European Commission approved standard contractual clauses.

You can obtain more details of the protection given to your personal data when it is transferred outside the EEA by contacting us using the contact details below.

Please also refer to the Privacy Notice on the Third website at www.thirdfin.com/privacy-policy

18.8. You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

18.9. You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us using the contact details noted below. We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

18.10. If you have any questions about our privacy policy or information we hold about you please contact us by email at enquiry.tpi@titanwh.com or write to us at Titan P&I, Ironstone Place, Kettering, NN14 1FN.

19. Fees

19.1. We will charge fees and charge interest in respect of overdue amounts for our Investment Advisory Service under these

Terms in accordance with our published rates as contained in the “About Us” document or as otherwise agreed in writing. Please note that you may incur costs or taxes that are not paid via us or imposed by us.

19.2. Copies of the document “About Us” are available on our website and on request.

19.3. We may vary any fees, interest rates on the basis provided in clause 27, and any changes will be advised to you accordingly.

19.4. You are responsible for any costs we or our agents properly incur under these Terms, including reasonable transfer and registration fees, taxes, stamp duties and other fiscal liabilities.

19.5. If you open an Investment Advisory Account with us because of an introduction by a third party, we may make a one-off payment to the introducer or pay ongoing fees on your instruction only.

19.6. We will provide you with further details about our arrangements regarding the payment or receipt of fee or non-monetary benefits prior to providing you with our service and at any point thereafter, on request.

19.6.1. We will normally collect any fees attributable to our Investment Advisory Service by selling holdings proportionately across your account(s) before collecting the fee from the cash balance within the account(s).

19.7. In all cases, our fees (including any interest) are calculated based on the average daily market value across the calendar month. These are then deducted in arrears in the following calendar month.

19.8. Where you choose to transact in investments on an execution-only basis

within your Advisory Account(s), you will do so under these terms and conditions except without seeking or accepting advice (such terms being available on request).

20. Tax

20.1. You remain entirely responsible for the management of your tax affairs, including making any applicable returns and payments and complying with any applicable laws and regulations.

20.2. The management of your Investment Advisory Account(s) may give rise to capital gains tax liabilities; however we do not give any promise that we will manage your Investment Advisory Account(s) to mitigate any tax liability or maximise any tax advantages even though you may inform us of them.

20.3. You must tell us without delay of any change to your residency or citizenship status. You must also provide any information concerning your identity or affairs that we may from time to time reasonably request.

20.3.1. If we believe you are required to report your income or may be subject to tax in another country, it may be obligatory for us to share information about your Account(s) with the UK's and/or other country's tax authority. In such circumstances we may be required to disclose this information about your Account(s) either directly to the respective overseas tax authority or to the UK's tax authority who may share that information with the appropriate overseas tax authority.

20.3.2. To facilitate any such reporting we may request additional information from you. If you do not provide any requested information within a reasonable time or within any stated deadline, we may be

obliged by the law and/or regulations governing us to withhold all or parts of any specified receipts into your account. Any withheld amounts may have to be passed on to the UK's or relevant overseas tax authority. We will only do this where we believe, in our absolute discretion, that we are required to do so by our governing laws and/or regulations.

20.4. Where fees charged by us are expressly stated as exclusive of any tax duty or levy which may arise on them (and in particular exclusive of Value Added Tax), we will add these taxes, duties or levies to the balance of fees as is appropriate.

20.5. All payments made to you related to income arising from investment and all money and assets contained in your Investment Advisory Account(s) may be subject to deduction of any applicable taxes or other levies and we may account for these to the appropriate authorities as required by law or practice.

20.6. Dividends received into your Titan P&I Account(s) will be automatically reinvested. If you do not want to reinvest these you should contact your Financial Planner.

21. Termination

21.1. These Terms shall continue and remain in force unless and until terminated by either party by not less than 30 days' notice in writing by one party to the other provided that these Terms may be terminated immediately by notice in writing by the one party ("the notifying party") to the other, if the other shall:

21.1.1. Commit any material breach of its obligations under these Terms and if such breach is capable of being made good, shall fail to make good such breach within seven

days of receipt of a written notice from the notifying party requiring them to do so; or

21.1.2 Be liquidated or dissolved or declared bankrupt or be unable to pay their debts as they fall due.

21.2 Notwithstanding the provisions of clause 21.1, these Terms will be terminated automatically if we cease to be authorised by the FCA.

21.3. On termination of these Terms, no additional payment will be required from you. However, we may charge you for the following:

21.3.1. Any fees, costs, charges or expenses that have accrued to the date of termination;

Any additional expenses necessarily incurred by us in terminating those Terms; and you will have to bear any losses necessarily realised in settling or concluding outstanding obligations.

21.4. Termination of these Terms shall be without prejudice to the completion of transactions already initiated. Such transactions will be completed by us as soon as practicable.

21.5. Upon termination in accordance with this clause 21 the rights and obligations of the parties under these Terms shall terminate, except that clauses 14 and 28 shall remain in full force and effect.

21.6. Upon termination of these Terms, Third's Custody Terms with you will immediately terminate. On termination of Third's Custody Terms, Third will promptly account to you for the investments held by it (and direct any nominee or sub-custodian to do the same), save that Third may retain and/or realise such investments as may be required to settle transactions already

initiated and to pay any outstanding liabilities relating to these Terms, owing to any counterparty or to Third for services provided in accordance with Third's Custody Terms.

21.7. On notification of your death, we will sell managed assets held in your name and the proceeds will be held in cash pending further instructions and Grant of Probate from your representatives. Charges for advice and portfolio management will cease but the platform charge of 0.25% per annum will apply.

21.8 On receipt of a valid transfer out request with documentation signed by you, we and Third will begin processing the transfer in line with the instructions provided by you and the receiving provider. We and Third will only process transfers to an FCA regulated provider.

21.8.1 Any fees applying to your account(s) will cease from the date we receive a valid transfer out request.

21.8.2 Transfers will be processed in cash (i.e. we and Third will sell the assets held within your account(s) and transfer the proceeds as a bank transfer to the receiving provider's client money account), unless specified otherwise.

21.8.3 Transfers in cash will be processed within 30 days, unless you hold assets which are untradeable, in which case all assets which can be traded will be sold and transferred within 30 days. Any untradeable assets will remain under Third's custody until we or Third receive further instructions from you or the receiving provider.

21.8.4 Transfers which are requested in-specie will be subject to a fee of £25 per holding. In-specie transfers often take in excess of 30 days, with timescales

dependent on the receiving provider and custodian liaising with Third. We cannot therefore guarantee that in-specie transfers will be completed within a specific timeframe. You should be aware that your receiving provider may not be able to accept receipt of the assets held in your account(s).

22. Your cancellation rights

22.1. You may cancel your Agreement with us within 14 days from the date it began. You can do this in writing to Titan P&I, Ironstone Place, Kettering, NN14 1FN. Please be aware that if you cancel any investments as a result of exercising your cancellation rights, you may get back more or less than you put in as a result of price movements over the period and the deduction of our charges and costs incurred for the period in accordance with our terms.

23. Transfer

23.1. You may not transfer your rights and your obligations under these Terms to anyone else.

23.2. We may, after not less than 30 days' prior written notice to you transfer our rights and our obligations under these Terms to another company or firm which at the time of such transfer is authorised and regulated by the FCA or its successor authority.

24. Rights of third parties

24.1. Except as set out in clause 14 and in relation to any rights of Third under these Terms, a person who is not a party to these Terms is not intended to have a right to enforce any provisions of these Terms. Any statute giving contractual or other rights to third parties including the Contracts (Rights of Third Parties) Act 1999 will not apply.

25. Changes to these terms

25.1. We, or Third, may change these Terms from time to time in whole or in part and we will give you at least 30 days' notice in writing of any changes before providing services to you under the changed terms. Reasons for amendment may include but are not limited to the following:

25.1.1. to take account of changes in legal, tax or regulatory requirements or market practices or in the costs of providing our services;

25.1.2. to fix any errors, inaccuracies or ambiguities we may discover in the future;

25.1.3. to make it clearer or more favourable to you;

25.1.4. to take account of any changes in the way we, our Associates, agents or suppliers do business or price our services or any reorganisation we may conduct within the group of companies of which we are a member, or to transfer our rights and obligations under this Agreement to another company in our group; and/or

25.1.5. to provide for the introduction of new or improved systems, methods of operation, services or facilities.

25.2. In accordance with clause 19.3 we may vary our fees and costs of our services from time to time or introduce alternative charging structures. Any changes introduced will be comparable to the charges you are already paying and in line with market rates. Information on our fees and costs will be available on our website or upon request. Any new terms or charges will only come into force once the 30-day notification period has expired.

25.3. As stated in clause 5.9.3 we reserve the right to arrange for your assets to be

transferred to and held by an alternative custodian that Titan P&I may appoint. We will give you at least 30 days' notice in writing before proceeding with such an arrangement.

25.4. You have the right to terminate these Terms if you object to a change we propose to make, by following the procedure in clause 21. No additional charges or penalties are payable by you when you terminate in these circumstances, although clause 21 will continue to apply in the ordinary way.

25.5. No change will affect any outstanding order or transaction or any other legal rights or obligations which may have arisen before the date of the change.

26. Outsourcing and use of agents

26.1. We may delegate any of our functions to a third party and may provide information about you and your investments to any such third party. We will remain liable for the acts and omissions of our delegates as if we had committed or omitted to commit them ourselves.

26.2. We may employ agents to perform any ancillary services required to enable us to provide our Investment Advisory Services. We will act in good faith and with due diligence and reasonable care in the selection, use and monitoring of agents.

27. Interpretation

27.1. In these Terms, unless the context requires otherwise:

27.1.1. Headings and titles are for convenience only and do not affect its interpretation; and

27.1.2. The singular includes the plural and vice versa.

27.2. If a court decides that any clause or part of any clause is not valid or enforceable for any reason, the remaining clauses will not be affected.

27.3. If you or we do not exercise or if you or we delay in exercising a right, power or remedy provided by these Terms or by law, this will not mean that you or we have agreed to waive or give up that right, power or remedy.

27.4. If you or we exercise any right, power or remedy provided by law or under these Terms, this will not prevent you or us from exercising any other right, power or remedy that you and we have.

28. Governing law

28.1. These Terms are legally binding and shall be governed and construed in accordance with the laws of England and Wales or with the laws of Scotland if you live in Scotland or with the laws of Northern Ireland if you live in Northern Ireland. Both you and we submit to the nonexclusive jurisdiction of the courts of England and Wales, or the Scottish Courts if you live in Scotland or the Courts of Northern Ireland if you live in Northern Ireland.

29. Notices

29.1. Any notice given under these Terms shall be in writing.

29.2. Any notice given by us by post will be deemed given two Business Days after posting to you, at an address in the UK, and five Business Days after posting to an address abroad.

29.3. Any notice given by hand delivery or by fax will be deemed given upon delivery or transmission.

29.4. Any notice given by email will be deemed to have been received one Business Day after being transmitted.

29.5. In proving service or delivery of the relevant communication, it shall be sufficient for us to prove that it was correctly addressed to the last address notified in writing by you to us, and where sent by fax, or other means of telecommunication, that it was transmitted to the correct number or email address as last notified by you, to us, in writing or via our website.

Schedule 1 - ISA Manager Services

We strongly advise you to read all of these Terms as you will be legally bound by them. Subject to any additional conditions for your account, the following conditions will apply.

Third Platform Services Limited ("we," "us" or "TPS") is authorised and regulated by the Financial Conduct Authority (the "FCA") and appears on the FCA register with firm reference number 717915. We are registered in England and Wales under company registration number 09588254. Our registered office is located at Birchin Court, 20 Birchin Lane, London EC3V 9DU.

Unless otherwise agreed, the Terms described herein will apply to the services that we provide to you as an ISA Manager for your ISA account (the "ISA Account") and upon which we intend to rely. Nothing in these Terms shall preclude or restrict any duty or liability we may have to you in your capacity as our client and which arises under the UK regulatory system.

For your own benefit and protection, you should read these Terms carefully. If you do not understand any point, please ask us for further information.

The withdrawal and replacement of investments may be subject to additional product conditions.

Charges or amounts withdrawn from your account by us or other parties (such as under court orders) cannot be replaced without counting towards your annual subscription allowance.

Once opened, your ISA Account with us will be operated by your investment adviser or investment manager under its terms of business and the authority that you grant to your investment adviser or

investment manager. As such, we will provide all information to your adviser or manager and we will act on their instructions in relation to your ISA Account. For your own benefit and protection, you should ensure that you understand any relevant terms of business provided by your investment adviser or investment manager.

Your ISA Account is subject to the Individual Savings Account Regulations 1998 as amended from time to time (the "ISA Regulations"). In the case of conflict between these Terms and the ISA Regulations, the ISA Regulations will take priority.

The maximum you can pay into an ISA Account in any tax year is prescribed by HM Revenue & Customs ("HMRC"). To find out what the annual allowances are, please visit HMRC's website at www.gov.uk or discuss this with your investment adviser or investment manager.

1. You may apply to open an ISA Account with us by completing and returning our application form (the "Application Form") provided to you by your investment adviser or investment manager ("Investment Adviser" or "Investment Manager"). We do not have to accept every application received. If you do not give us the complete information required under the ISA Regulations at the time we receive your application form, then we cannot proceed with your application and we will return the Application Form to the Investment Adviser or Investment Manager.

2. All investments in the ISA Account (the "ISA Investments") will be, and must remain in, your beneficial ownership and must not be used as security for any loan.

3. The title to the ISA investments will be registered:

- a. in the name of TPS, or
- b. in the name of our nominee (see below), or
- c. jointly in the name of TPS and your name, or
- d. jointly in the name of our nominee and your name.

("Nominee" means a person who is named or appointed by another (the 'nominator') to act on its behalf in a limited capacity or in a specific matter in accordance with any legal or regulatory requirements.)

4. Share certificates or other documents evidencing title to ISA Investments will be held by us or as we may direct.

5. We will arrange, if you elect, for you to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held directly in your ISA Account. Where you elect to receive this information, we will provide it to the Investment Adviser or Investment Manager on your behalf.

6. We are under an obligation (subject to any provisions made by or under any other applicable law or regulation), if you so elect, to arrange for you to be able to:

- a. attend shareholders', securities holders' or unit holders' meetings to vote; and
- b. receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders,

for ISA Investments held in your ISA Account. Where you make such an election, we will coordinate with the Investment

Adviser or Investment Manager to make the relevant arrangements on your behalf.

7. We may delegate any obligation that we have under these Terms. In all cases, we will satisfy ourselves that any person to whom we delegate any or part of our functions or responsibilities under these Terms is competent to carry out those functions and responsibilities.

8. We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA Account has, or will, become void.

9. On your instructions or the instructions of the Investment Adviser or Investment Manager, and within the time stipulated by you or the Investment Adviser or Investment Manager, an ISA Account, with all rights and obligations, may be transferred to another ISA manager in accordance with the ISA Regulations relating to transfers.

10. On your instructions or the instructions of the Investment Adviser or Investment Manager, and within the time stipulated by you or the Investment Adviser or Investment Manager, all or part of the ISA Investments held in the ISA Account and any proceeds arising from such investments may be transferred or paid to you subject to the provisions of the ISA Regulations. Where a cash withdrawal has been made we will accept a repayment into your ISA of all or part of the withdrawal amount subject to the following provisions:

- a. The repayment is made in the same tax year as the withdrawal
- b. The repayment is made into the same ISA it was withdrawn from

11. If your ISA Account breaches the ISA Regulations for any reason, we reserve the right to:

a. close the ISA Account; or
b. where a subscription is invalid, reject the subscription and return the funds, and we will notify the Investment Adviser or Investment Manager in writing of a closure being carried out.

12. On your death, no further subscriptions can be made into your ISA Account and your ISA Account will remain as a "continuing account" and will continue to operate under the terms of your agreement with your Investment Adviser or Investment Manager. This "continuing account" will remain until the completion of the administration of the estate, or the closure of the account i.e. when executors instruct the transfer of funds/assets to the beneficiaries or on the third anniversary of your death.

13. Any account opened with us can be cancelled within 14 days after the day on which we accept the application to open that account by writing to us at the registered address or by sending an email to tps-ops@thirdfin.co.uk telling us you want to cancel. If you cancel we will:

a. return any subscriptions and other cash less any fees, costs and sums invested; and
b. sell any investments already purchased and pay to you the sale proceeds net of any applicable charges or market losses.

14. We will not charge you for our management or administration of the ISA Account. Any charges that you may incur are subject to the agreement you have with the Investment Adviser or Investment Manager and their terms and conditions.

15. We operate a written complaints procedure in accordance with the rules of

the FCA. A copy of this procedure can be obtained by writing to us at the address below. Any complaint should in first instance be addressed to:

The Complaints Manager
Third Platform Services
Birchin Court
20 Birchin Lane
London
EC3V 9DU

If the matter is not resolved to your satisfaction, you have the right to complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

16. In the event that we are not able to meet our financial liabilities to you, you may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The level of compensation is set out by the UK government and subject to change.

17. The way in which we may process your personal information and your rights in relation thereto are governed by the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation ("GDPR"). For the purposes of GDPR, we are the data controller of any personal data provided to us in connection with your ISA Account. Please note the following:

a. In completing and signing the application for your ISA Account, you explicitly consent to TPS processing your personal data, however, you have the right to withdraw such consent at any time. Please note that should you elect to withdraw your consent, TPS may no longer be able to continue the provision of its services to you;

b. All personal data that TPS receives in connection with your ISA Account will be provided to us by your Investment Adviser or Investment Manager. Your personal data will be processed by us only for the purpose of managing the ISA Account and for discharging our regulatory reporting responsibilities in relation thereto. We may pass your personal data to our associated companies and agents for these purposes and for the purposes of our system administration;

c. As part of TPS' regulatory reporting responsibilities, your personal data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any applicable regulatory rules or codes. Your personal data will also be used for the purpose of preparing certain reports for submission to HMRC and for submitting claims thereto for the repayment of income tax deducted at source;

d. Your personal data will be stored and retained by TPS in accordance with the legal and regulatory requirements to which we are subject. For example, personal data relating to transactions will typically be stored for a period of 5 years from the date of transactions whereas, for certain other personal data, we are required to store this throughout the duration of our relationship with you and, following the cessation thereof, for a period of 5 years thereafter;

e. You are entitled to request a copy of the personal data we hold for you and, if you identify any discrepancies therein, you can request TPS to correct these;

f. You have the right to request the erasure of personal data that TPS holds for you and we will comply with such request

unless retention of the personal data is necessary for the continuing provision of our services to you or where TPS is required to retain such personal data in order to meet its legal or regulatory obligations. In the event that TPS is unable to comply with a request you make in this regard, we will notify you in writing explaining the reasons for this;

g. You have the right to request that TPS restricts the processing of your personal data and we will comply with your request unless such processing is necessary for the continuing provision of our services to you or where processing is required under legal or regulatory obligations to which TPS is subject. In the event that TPS is unable to comply with a request you make in this regard, we will notify you in writing explaining the reasons for this;

h. In the event that you elect to transfer your ISA Account to another ISA Manager, you have the right to request TPS to make available to you, in a machine-readable format, the personal data that we hold for you so that you can, in turn, transmit this data to your new ISA Manager; and

i. In the event that you are dissatisfied with TPS' handling of your personal data, you have the right to make a complaint to the Information Commissioner's Office ("ICO"). Further information is available at: www.ico.org.uk or you can call the ICO on 0303 123 1113.

18. We reserve the right to amend these Terms provided that such variation will not prejudice compliance with the rules of the FCA or the ISA Regulations. Any amendments will be notified to you and will automatically take effect 30 calendar days later. We may vary these terms to reflect changes in the FCA Rules or the

ISA Regulations without giving you prior notice. The current version of the Terms is available on our website at www.thirdfin.com.

19. We will always communicate with you in the English language. Your dealings with us before and after you open an ISA Account with us shall be governed in accordance with English law and applicable regulation.

Schedule 2 Third Platform Terms

1. Introduction

1.1 We have entered into an agreement with Third Platform Services Limited, with company number 09588254 and registered office at Birchin Court, 20 Birchin Lane, London, EC3V 9DU ("Third") (the "Services Agreement"), whereby Third has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to these Platform Terms and Conditions. These services will be provided through the Platform which your Adviser will be able to access on your behalf.

You can view your accounts (including holdings, valuations, performance analysis and history) through a separate read-only client portal which we will grant you access to. To register for the client portal you will need to agree to the separate terms and conditions applicable to that portal.

2. Relationship with Third

2.1. In consideration of Third making certain of their services available to you, you agree that:

2.1.1. we are authorised to give instructions (as provided for in our terms of business (the "Terms") and the Services Agreement) and provide information concerning you to Third and Third shall be entitled to rely on any such instructions or information without further enquiry;

2.1.2. Third is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account(s) to meet your settlement or other obligations to and any third party provider of an account.

2.2. Third neither provides investment advice nor gives advice or offers any opinion

regarding the suitability or appropriateness of any transaction or order and relies on information provided to it by us or advisers using the Platform in respect of all such matters.

2.3. Third is entitled to, at any time, request from us any information that we hold in relation to you using their services, that they require for the purposes of complying with their legal and regulatory obligations. By using their services, you agree for us to provide this information to Third, when required, without undue delay.

2.4. Third shall be entitled to, at any time, refuse to provide their services to you, or to only provide the services on such additional conditions as may be notified by Third to you. We will, upon request, notify you of the reasons for taking such action to the extent we are made aware of it, unless disclosure would or might involve Third or us breaching any confidentiality, legal duty or similar obligation.

3. Categorisation and capacity

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

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

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

3.2.2. the trustees of any trust in whose name an account is opened shall be jointly and severally liable to Third and Third may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;

3.2.3. all the partners of any partnership in whose name an account is opened shall be jointly and severally liable to Third and Third may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them.

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

4. Client accounts

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

5. Communications and Instructions

5.1. Third shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as

Third may require. Third may, on a temporary basis, accept instructions from you directly, at its sole discretion, in the event that Third has suspended provision of its services to us and it has assessed that provision of services to you is required on a temporary basis.

5.2. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Third shall be entitled to rely upon and act in accordance with any instruction which Third believes in good faith to have been given by us and our agents on your behalf. Third reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Third will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third's reasonable control.

5.3. Third may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Third will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so because of any legal or regulatory constraint.

5.4. You should direct all enquiries regarding your account to us and not to Third.

5.5. Any communications (whether written, oral, electronic or otherwise) between you, us and/or Third shall be in English.

6. Dealing

6.1. Both us and Third will be responsible for executing transactions in investments on your behalf. Where Third are executing transactions in investments on your behalf, they will only do so as instructed by us on your behalf via the Platform.

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

6.2.1. all such transactions shall be executed by Third subject to applicable FCA Rules and the rules of any relevant exchange, market or other execution venue;

6.2.2. instructions from us in relation to such transactions will be regarded by Third as specific instructions from you;

6.2.3. transactions will be conducted in accordance with Third's execution policy, as amended from time to time, details of which are currently available at the following web address - www.thirdfin.com - including the possibility that it will execute some transactions otherwise than on a regulated investment exchange or regulated market

6.2.4. Third may combine orders that are received for your account(s) with orders of market counterparties (as defined in the FCA's Handbook Glossary) and orders of other customers and clients;

6.2.5. Third will only aggregate orders if the conditions set out in the relevant FCA Rules are met, in particular if:

i it would be unlikely that the aggregation of orders and transactions

would work overall to the disadvantage of any client whose order is to be aggregated;

ii an order allocation policy has been established and effectively implemented; and

iii the client is made aware that the effect of aggregation may work to their disadvantage in relation to a particular order; This disclosure is taken as compliance with that requirement.

6.2.6. following the execution of any transactions by Third, Third will generate a contract note which will be accessible on the Platform. The terms of any contract note shall be conclusive as to any matter contained or provided in such note unless Third is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

6.2.7. Third may, at its absolute discretion, decline to accept any order or instruction that we submit to them on your behalf or, having accepted it, refuse to act on it if Third reasonably believes that the order or instruction concerned (or the consequences of it) is improper, unlawful or would (if executed) expose Third us or you to financial or other risk (including, without limitation, reputational risk).

6.2.8. Third may use any intermediate brokers and agents, including intermediate brokers and agents outside the United Kingdom, to execute transactions and pass money and investments held for the account of you to such broker or agent. In the case of intermediate brokers and agents outside the United Kingdom, the legal and regulatory regime applying to such intermediate broker or agent will be different from that of the United Kingdom and, in the event of a default of such

intermediate broker or agent, such money or investments may be treated differently from the position which would apply if the money or investments were held by an intermediate broker or agent in the United Kingdom.

7. Settlement of transactions

7.1. All transactions will be due for settlement in accordance with the terms of the relevant contract note or confirmation. All payments due to Third will be made without set-off, counterclaim or deduction.

7.2. You must ensure that there is sufficient cash in cleared funds in your money account to settle transaction when due. If when settlement of a transaction is due, there is insufficient money in cleared funds in your money account or investments due for delivery have not been transferred to Third if in dematerialised form or the relevant certificate or other document of title and any stock transfer form or other instrument of transfer properly executed has not been delivered to Third for you in sufficient time to enable Third to meet the settlement obligations from that account, it may nevertheless settle the transaction, although it is under no obligation to do so. If Third settles the transaction, we shall forthwith pay or transfer to Third within such timescale as they may specify, sufficient money or, as the case may be, investments to reimburse Third for any shortfall. We shall also, on demand by Third, reimburse Third for any commission, charges or other expenses Third has incurred in settling the transaction prior to receiving such money or investments.

7.3. If Third elects to settle a transaction for the sale of investments when there are insufficient investments in your account to

enable the settlement obligations to be met from that account, Third may, in its absolute discretion, at any time before receiving sufficient investments to reimburse Third for the shortfall, purchase such investments. If it does so and the cost of purchasing the investments is greater than the amount received by Third on the settlement of the transaction, from you, or failing which we, shall, instead of delivering such investments to Third, promptly pay to Third an amount equal to the difference (together with any commission or other fees or expenses that are due to Third). In any event, Third may debit the amount received on the settlement of the transaction from your account and apply such amount against the purchase or other costs or charges incurred. Any "stock borrowing" charges or other expenses Third has incurred in settling the transaction prior to effecting such market purchase shall continue to be payable by you, or failing which by us, to Third.

7.4. You acknowledge that, when settling transactions on your behalf, Third is acting as agent on your behalf and that Third will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depositary or transfer agent and delivery or payment will be at your entire risk.

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

any proceeds or any such cash received by Third under a relevant settlement in discharge or reduction of any of your obligations in relation to such transactions.

7.6. In the event of any failure by you to make payment or delivery in accordance with the provisions of this clause, Third may in addition to the exercise of any of the rights or remedies available to it under this clause exercise any other rights or remedies set out in these Third Terms.

7.7. All transactions will be settled in accordance with:

7.7.1. the rules, customs and practices of the exchange, market or other execution venue on which the transaction was executed and their related clearing house, clearing system or depositary; and

7.7.2. the terms of any applicable agent or custodian employed by Third, including but not limited to, any right of reversal of any transaction (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

8. Custody

8.1. Third will register your investments:

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

8.1.2. in the name of a custodian nominated by Third (which may be Third's own nominee company or an affiliate (as defined in the CASS Rules)); or

8.1.3. or as may otherwise be permitted under CASS Rules.

8.2. All investments held in custody will be pooled and allocated between clients in accordance with the CASS Rules. Accordingly, individual entitlements may not

be identifiable by separate certificates, documents of title or entries on the issuer's register. However, Third will maintain the relevant records, on the basis of information provided by us to Third in a timely manner, so that it is able to promptly determine the total amount of investments it should be holding for you. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis.

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

in the United Kingdom and there may be different practices for the separate identification of investments.

8.4. In the event that Third decides to change custodian or otherwise transfer all or part of its business to a third party, you accept that Third may do so, provided the new custodian or third party agrees to hold the cash or assets in accordance with the CASS Rules. We shall give notice of such transfer to you.

8.5. You agree that, upon written confirmation from us, Third will cease to hold in custody and divest any unclaimed investments after a period of twelve years and we have otherwise taken reasonable steps to trace you and return any such investments to you. We will nevertheless make good any subsequent valid claim against such balances.

8.6. Certain custodians appointed by Third to hold your investments may claim a lien or right of retention or sale over such investments in respect of:

8.6.1. any charges relating to the safekeeping or administration of such investments; and

8.6.2. in respect of any other amounts where you have consented to such lien or right of retention or sale.

9. Corporate actions

9.1. Third will be responsible for receiving and claiming dividends and interest payments to be credited to you. Third will also credit any trail, renewal or similar commission it receives for your account. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be

made by Third and/or the payee in accordance with applicable legal or regulatory requirements. Third will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses Third may incur in receiving and claiming dividends, interest payments and commission. Third, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.

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

9.3. All voting rights in respect of the securities will be exercisable by us. Third may, in its absolute discretion, agree to exercise the voting rights on behalf of us provided Third receives the instructions to do so within the deadline specified by Third.

10. Client money

10.1. Any money (in any currency) received by Third for the account(s) of any

Client will be received and held by Third in accordance with the CASS Rules.

10.2. Client Money will (unless we instruct Third to pay such money into a designated Client account) be held in an omnibus Client Money account with a duly authorised bank, or banks, nominated by Third in which Third will hold all money it is holding on behalf of our Clients.

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

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

10.5. Third will pay interest on Client Money at such rates as it may specify from time to time and the current rate is displayed on the firm's website at www.thirdfin.com/interest-client-money. In the event that Third incurs a charge for holding Client Money (a negative interest rate) in client bank accounts, Third reserves the right to pass the charge on to you. Third

may retain a portion of the interest that is earned on Client Money balances to cover the costs of managing the cash and to provide for further investment in its business. The rate displayed on the firm's website is net of such retained amount. Where Third retains a portion of interest income, it will not charge a fee on these balances.

10.6. In the event that a Client's account becomes dormant, it will be our sole responsibility to determine whether any Client Money balance or investments held by Third for the Client concerned are to be treated as unclaimed under CASS. In the event that we elect to classify a particular Client Money balance or client investment as unclaimed and to pay such monies away to a registered charity, or divest itself of such investment, we will be solely responsible for complying with the FCA's requirements in this respect including the maintenance of supporting documentary records and an unconditional undertaking to pay any legally enforceable claim that may subsequently be received in relation to the amount paid away. Third will only pay away any such unclaimed Client Money balances, client investment or the proceeds arising on the disposal of the investment, upon receipt of a written instruction from us, in such form as Third may specify. Third reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Third for your account.

10.7. In the event of a transfer of the business Third, Third is authorised to transfer your Client Money to a successor firm provided the successor firm is also authorised to hold client money. Alternatively Third may transfer your Client

Money to a person where Third has exercised all due skill, care and diligence in assessing whether the person to whom the client money is transferred will apply adequate measures to protect these sums. Third will notify the FCA of this transfer at least seven days prior to the transfer date.

10.8. Third may hold Client Money in Client Money bank accounts which have a fixed term, or require periods of notice, in each case not exceeding 95 days. In order to use such Client Money bank accounts Third must have sufficient funds to meet requests to withdraw money during this period because Third will not be able to access these funds until the relevant notice period or fixed term has expired. If Third or the bank holding the Client Money bank account were to become insolvent or in the event of multiple clients requesting repayment of their Client Money at the same time, the amounts held in such fixed term or notice accounts may not be immediately available for distribution as they would have been if they were held in instantly accessible or shorter term accounts. During the fixed term or notice period Third may be unable to react to market information about the bank holding the Client Money bank account and this may increase the risk of loss or reduction of funds held on the accounts.

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

11. Security and default

11.1. You represent and warrant, jointly and severally with us, to Third that all money, investments or other assets of any nature transferred to Third, their nominees and custodians for your account are your

sole and beneficial property or are transferred to or held by Third, their nominees and custodians with the ceding legal and beneficial owner's unconditional consent and are free of such owner's interest and, in any event, are and will be transferred to or held by Third, their nominees and custodians free and clear of any lien, charge or other encumbrance and undertake that neither you nor we will charge, assign or otherwise dispose of or create any interest therein.

12. Platform access

12.1. Under the Agreement, Third provide their services to us through the Platform. We are responsible for determining the authorised persons who are to have access to the Platform, this will include your adviser. Third provide access codes and login passwords for the purpose of access to the Platform ("Access Codes"). We are solely responsible for all acts or omissions of any person using the Access Codes. We are solely responsible for monitoring internal usage of the Access Codes. You must not make any attempt to access the Platform at any time.

12.2. Third is entitled, in its absolute discretion, to suspend or deny access to any person to the Platform, regardless of whether such suspension or denial is required by applicable regulations or the rules, conventions, regulations, notices, user agreements, user guides, disclaimers, legends or instructions of any relevant market, broker or regulatory authority.

12.3. Third is entitled to rely on any and all transmissions, including orders, from a user accessing the Platform using the Access Codes. Third is not obliged to check the accuracy or authenticity of any such orders. We are responsible for all executions, partial

or otherwise, of orders transmitted using our Access Codes.

12.4. Any order given through the Platform, once received by Third, cannot be cancelled or withdrawn without Third's consent.

12.5. Third may, whenever it in its absolute discretion determines it to be necessary or desirable, place limits on orders or other transmissions through the Platform. This may mean your adviser is unable to transmit, or is delayed in transmitting, an order in respect of your account(s).

12.6. Third's records of usage of the Platform or transmissions using its Access Codes (including computer data records, transaction numbers and recordings) shall be, except in the case of manifest error, conclusive evidence of all transmissions using its Access Codes and shall be binding on us, your adviser and you. We, your adviser and you agree that such records shall be admissible in court as evidence to the extent permitted by applicable regulations.

12.7. From time to time the Platform may not be operational or otherwise available due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause. Third shall not be liable to you for any losses, damages, costs or expenses, howsoever arising, which result from the unavailability of the Platform. In the event that, for any reason, circumstances prevent the transmission and execution of all, or any portion of, orders through the Platform, we and Third will use our reasonable endeavours to work together to provide alternative order entry arrangements.

13. Liability and indemnity

13.1. Neither Third, nor any of its directors, employees or agents, shall be liable for any losses, damages, costs or expenses, howsoever arising (including through any defect, error, fault, mistake or negligence) incurred or suffered by you as a direct or indirect result of the provision by Third of its services (including where Third has declined to enter into a proposed transaction), unless such loss directly arises from Third's negligence, wilful default or fraud or breach of Applicable Law.

13.2. For the purposes of the custody services, notwithstanding the above, Third shall not be liable for the actions of custodians or sub-custodians appointed by it except to the extent such losses directly arise from:

13.2.1. its failure to exercise due skill, care and diligence in the selection and appointment of the entities to whom the duties of the custodian or a sub-custodian ("Delegates"); or

13.2.2. if it fails to periodically review and monitor the actions of the Delegates, except for Delegates which have not been selected by Third itself.

13.3. Third shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused.

13.4. You undertake to fully indemnify Third and each of its directors, employees and agents on an after-tax basis, against any liabilities, damages, claims, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of

opportunity), fines, reasonable costs and expenses (including legal costs) howsoever arising, and all duties and taxes (other than Third's corporation tax) which are caused by:

13.4.1. the provision by Third of its services to you

13.4.2. any material breach by you of these Third Terms;

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

13.4.4. any defect in title or any fraud or forgery in relation to any investments delivered to Third 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.

13.5. Third shall not be deemed to be in breach of these Third Terms or otherwise responsible or liable to you in any manner whatsoever for any failure or delay in providing any of the services to you if such failure or delay results wholly or partly from any cause affecting or preventing the performance by Third of its obligations under these Third Terms and arise from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limitation): fire, flood, earthquake, epidemic or pandemic, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, non-availability of any utility, public network or communications network for which Third is not responsible or any disaster (excluding, for the avoidance of doubt, any industrial dispute involving Third but in each case only if and to the extent that Third is without fault in causing the breach or delay, and the

breach or delay could not have been prevented without unreasonable expense by reasonable precautions and measures and cannot reasonably be circumvented by Third at its expense through the use of alternate sources, work around plans or other means.

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

14. Charges

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

15. Conflicts of interest

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

15.1.1. be the counterparty to a transaction that is executed by Third (whether or not involving a mark-up or a mark-down by Third or its associates;

15.1.2. be the financial adviser to the issuer of the investment to which any instructions relate;

15.1.3. have a (long or a short) position in the investments to which any instructions relate; or

15.1.4. be connected to the issuer of the investment to which any instructions relate.

15.2. Third may receive remuneration from fund managers in connection with Third providing services to them. These payments are calculated by reference to the value of assets that Third holds in custody for its clients and shall be passed on to you.

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

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

16. Data protection and confidentiality of information

16.1. Third may use, store or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. In the UK, Third operates in accordance with, applicable Data Protection Legislation. The Services Agreement sets out certain obligations on Third as both the Data Processor and Data Controller in relation to

the use of your personal information, as required by that legislation.

16.2. The information Third holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services and anti-money laundering and compliance checks or to meet its legal and regulatory obligations. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third will only disclose your information to third parties in the following circumstances:

16.2.1. where required by law or if requested by the FCA or any other regulatory authority or exchange having control or jurisdiction over Third Platform Services (or any associate);

16.2.2. to investigate or prevent fraud or other illegal activity;

16.2.3. in connection with the provision of services to you;

16.2.4. For purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments

16.2.5. If it is in the public interest to disclose such information;

16.2.6. at your request or with your consent. This is of course subject to the proviso that Third may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes ;

16.3. Third will not sell, rent or trade your personal information to third parties for

marketing purposes without your express consent.

16.4. Please be advised that, in using the service, Third may also transfer, store or process your information outside the UK and EEA. Third makes certain your information is protected by ensuring at least one of the following safeguards is implemented

16.4.1. your information will only be transferred to countries that have been deemed to provide an adequate level of protection; or

16.4.2. in its arrangements with service providers, Third will ensure that appropriate contractual clauses are in place to ensure your information is offered the same protection it would receive in the UK.

16.5. Where no adequate safeguards can be taken, your information will only be transferred outside the UK and EEA in the following circumstances:

16.5.1. where you have explicitly consented after having been informed of the potential risks; or

16.5.2. where the transfer is required for the performance of a contract with us or Third, for example, if you decide to invest in an investment which is managed outside the UK.

16.6. In accordance with data protection laws, you are entitled to a copy of the information Third holds about you. If you have appointed Third Platform Services as your ISA Manager, please contact Third directly, for all other products or accounts, you should direct any such request to us.

16.7. Where Third acts as Data Controller in relation to your personal information, the following additional provisions will apply:

16.7.1. When opening an account on the Platform, you explicitly consent to Third processing your personal data, however, you have the right to withdraw such consent at any time. Please note that should you elect to withdraw your consent, Third may no longer be able to continue the provision of the services to you.

16.7.2. Your personal data will be processed by Third only for the purpose of the provision of the services, managing your ISA Account (if applicable), discharging Third's regulatory reporting responsibilities in relation thereto or to meet its legal and regulatory responsibilities. Third may pass your personal data to its associated companies and agents for these purposes and for the purposes of its system administration.

16.7.3. As part of Third's regulatory reporting responsibilities, your personal data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any applicable regulatory rules or codes. Your personal data will also be used for the purpose of preparing certain reports for submission to HMRC and, in relation to your ISA account (if applicable), for submitting claims for the repayment of income tax deducted at source.

16.7.4. Your personal data will be stored and retained by Third in accordance with the legal and regulatory requirements to which it is subject. For example, personal data relating to transactions will typically be stored for a period of 5 years from the date of transactions whereas, for certain other personal data, Third is required to store this throughout the duration of its relationship with you and, following the cessation thereof, for a period of 5 years thereafter.

16.7.5. You are entitled to request a copy of the personal data Third holds for you and, if you identify any discrepancies therein, you can request Third to correct these.

16.7.6. You have the right to request the erasure of personal data that Third holds for you and Third will comply with such request unless retention of the personal data is necessary for the continuing provision of the services to you or where Third is required to retain such personal data in order to meet its legal or regulatory obligations. In the event that Third is unable to comply with a request you make in this regard, Third will notify you in writing explaining the reasons for this.

16.7.7. You have the right to request that Third restricts the processing of your personal data and it will comply with your request unless such processing is necessary for the continuing provision of the services to you or where processing is required under legal or regulatory obligations to which Third is subject. In the event that Third is unable to comply with a request you make in this regard, Third will notify you in writing explaining the reasons for this.

16.7.8. In the event that you elect to transfer your ISA Account (if applicable) to another ISA Manager, you have the right to request Third to make available to you, in a machine-readable format, the personal data that Third holds for you so that you can, in turn, transmit this data to your new ISA Manager.

16.7.9. The contact details for Third's Data Protection Officer are as follows:

The Data Protection Officer
Third Financial
Birchin Court
20 Birchin Lane

London EC3V 9DU

16.7.10. In the event that you are dissatisfied with Third's handling of your personal data, you have the right to make a complaint to the Information Commissioner's Office ("ICO"). Further information is available at: www.ico.org.uk or you can call the ICO on 0303 123 1113.

17. Complaints

17.1. In the event of any complaint regarding Third's services you should contact us. If appropriate, we will liaise with Third's Compliance Officer regarding your complaint.

17.2. The Compliance Officer will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating, the Compliance Officer will provide his findings to us and we will write to you detailing the results of the investigation and offering, where appropriate, redress.

17.3. Third will consider a complaint to be closed in any of the following circumstances:

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

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

18. Investor Compensation

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

19. Amendment

19.1. You agree that Third has the right under these Third Terms to vary the Third Terms at any time, upon giving 40 days prior notice to us (unless the changes (i) are required due to matters outside Third's control (such as a change in legislation) and it is impracticable in the circumstances to give such notice or (ii) are immaterial, in which case prior notice is not required). We are unable to influence any such amendments but Third shall only make changes for valid reason.

19.2. We will provide notice to you of such variations in accordance with Clause 25 of the Platform Terms and Conditions.

20. General

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

20.2. No third party shall be entitled to enforce the Third Terms in any circumstances.

20.3. Any failure by Third (whether continued or not) to insist upon strict compliance with any of the Third Terms shall not constitute nor be deemed to constitute a waiver by Third of any of its rights or remedies.

20.4. These Third Terms shall be governed by English law and you hereby irrevocably submit for the benefit of Third to the exclusive jurisdiction of the courts of England.

Client Authorisation

	Client	Client
I/We acknowledge receipt of the Titan Wealth Platform (Advisory) Terms & Conditions inc. Privacy Notice	<input type="checkbox"/>	<input type="checkbox"/>
I/We acknowledge receipt of the Titan Wealth Platform ISA/JISA/General Investment Account Key Features Document	<input type="checkbox"/>	<input type="checkbox"/>
I/We acknowledge receipt of the Key Investor Information Document (KIID) for the recommended portfolio	<input type="checkbox"/>	<input type="checkbox"/>

Confirmation of Services Chosen

Our services are available as three distinct offerings, which can be used individually or in combination. For example, you may wish to hold your existing or new investments on the Titan Wealth Platform without any requirement for ongoing advice or ongoing Model Portfolio Service, in which case you could select Platform Service only.

Alternatively, you may wish us to provide you with ongoing advice and/or for us to manage your investment using our Model Portfolio Service, in which case you could select Ongoing Advisory and Model Portfolio Service, in addition to Platform Service.

Our Financial Planners are available to help you decide which of these services are most suitable for your requirements and we are happy to provide you with more detail or advice to suit your needs.

Client Instructions

If you are ready to proceed, please indicate below which of our services, you wish to accept:

	Client	Client
Ongoing Advisory	<input type="checkbox"/>	<input type="checkbox"/>
Platform Service	<input type="checkbox"/>	<input type="checkbox"/>
Model Portfolio Service	<input type="checkbox"/>	<input type="checkbox"/>

Client Name:

Client Name:

Client Signature:

Client Signature:

Date of Issue:

Date of Issue:

How to contact us

If you have any questions about your Titan P&I accounts, you can phone us or write to us.



Call us on 01536 462700

We're open Monday to Friday 9am to 5.00pm.

Calls may be monitored and/or recorded to protect both you and us and help with our training. Call charges will vary.



Titan Pensions & Investments Ltd

Ironstone Place
Kettering
NN14 1FN



enquiry.tpi@titanwh.com

There is no guarantee that any email sent will be received or will not have been tampered with or intercepted during transmission.

You may prefer to contact us by telephone or in writing.

About Titan P&I

Titan P&I is a trading style of Titan Pensions & Investments Ltd which is authorised and regulated by the Financial Conduct Authority.