



Titan Wealth Platform (Advisory)

Retail Client Terms of Business

Titan Pensions & Investments Limited

January 2026

Version 012026

Terms of Business

This is an important document, so please take the time to read it carefully.

It sets out the terms of our agreement with you, including what we are responsible for and you are responsible for. If anything is not clear, please ask us for further information.

The details of our relationship with you are explained in the following documents:

- these Terms of Business (including the Third terms in Schedule 2)(the “**Terms**”);
- the Services & Fees Documents; and
- Account Opening Documents.

When we reference these documents together, we will call them “the **Agreement**”.

Contents

1	Meaning Of Words and Interpretation	4
2	Information about us and our regulator	4
3	Information we require from you	4
4	Information about the Investment Advisory Service	5
5	Joint Investment Accounts	8
6	Linking Accounts	8
7	The basis on which we provide our service	9
8	Fees and charges	11
9	Communications between us (including our paperless service)	12
10	Client money	13
11	How we provide our Investment Advisory Service to you	13
12	Settlement	14
13	Reporting to you	15
14	Market Abuse	15
15	Financial Crime	16
16	Conflicts of Interest	16
17	Liability	17
18	Complaints	18

19	Compensation	19
20	Data Protection	19
21	Tax	19
22	Your cancellation rights in the first 14 days of this Agreement	20
23	Termination	20
24	Transferring rights and obligations under these Terms	22
25	Rights of third parties	22
26	Changes to these terms	22
27	Outsourcing and use of agents	23
28	Governing law and jurisdiction	23
29	Notices	23
	Schedule 1 - ISA Manager Services	24
	Schedule 2 - Third Platform Terms	29
	Annex 1 - Glossary	

1 Meaning Of Words and Interpretation

1.1 Where a word or phrase has a particular meaning in these Terms it will start with a capital letter. Its meaning is set out in the Glossary in Annex 1.

2 Information about us and our regulator

2.1 In these Terms, we refer to ourselves as, Titan Pensions & Investments Limited, as “we”, “us”, “our” or “Titan P&I”.

2.2 Titan Pensions & Investments Limited is a company registered in England and Wales with company number 2318036. Our registered office is at Ironstone Place, Kettering, NN14 1FN and you can call us on 01536 462700.

2.3 We are authorised and regulated by the Financial Conduct Authority and appear on its Financial Services Register under registration number 143390. The FCA’s head office is 12 Endeavour Square, London, E20 1JN and you can call them on 0800 111 6768.

2.4 As we mostly 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.

3 Information we require from you

3.1 When we make a recommendation to you, we will base our recommendation on the information that you provided to us during the account opening process or that you later provide as part of the ongoing advice service.

This information is about:

3.1.1 yourself and your knowledge and experience in the investments listed in clause 4.5;

3.1.2 your investment objectives;

3.1.3 your financial situation;

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

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

3.1.6 any other special requirements that you may have.

3.2 To make sure that our recommendations are suitable to you the information we hold must be up to date and accurate. **You must 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.

3.3 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.

3.4 Titan P&I will not check that the information provided by you during the fact find process is true, or to ask you for updates on your personal circumstances other than during the annual review process (or outside other “review events” stated in clause 4.9).

3.5 Circumstances where you have to immediately notify us include:

- 3.5.1 any changes to the information you have provided or to your circumstances in the Account Opening Documents;
- 3.5.2 if any of the information provided under clause 3.1 above changes;
- 3.5.3 any changes to your contact details; and
- 3.5.4 if you cease to be resident in the UK.

If you fail to notify us of any change listed above we shall be allowed to treat you as in breach of this Agreement and we will be allowed to end this Agreement as allowed under clause 23.3.2.

4 Information about the Investment Advisory Service

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

- 4.1.1 Our Investment Advisory Service is 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.
- 4.1.2 Based on our understanding of your requirements we will recommend the appropriate asset allocation model(s) to you.
- 4.1.3 If you accept our advice you may instruct us to effect 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).
- 4.1.4 **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 made by you.**
- 4.1.5 We have entered into an agreement with Third for them to provide clearing and settlement and custody services in relation to any transactions that you enter into as a result of the Investment Advisory Service. If we effect the transactions for you as instructed we will arrange those transactions via Third and will arrange for Third Financial to act as the custodian. The terms on which Third will provide these clearing and settlement and custody services is set out in Schedule 2.
- 4.1.6 As part of the Investment Advisory Service, we will provide you with access to the Platform. This will allow you to communicate with us and access information about your Portfolio.

4.2 **Types of Investment Advisory Account.** Our Investment Advisory Service enables you to have one or more of the following types of account:

- 4.2.1 Investment Account: We can open an Investment Account for clients of the Investment Advisory Service. This type of Account allows you to invest in Investments **without any preferential tax treatment** that exists for ISAs and other accounts described in clauses 4.2.2 and 4.2.3. An Investment Account can be

opened as a single Investment Account or as a Joint. A Joint Investment Account enables you to have joint ownership with one other person but is not available for the ISA Accounts. Further information on Joint Investment Accounts is given at clause 5 of these Terms.

- 4.2.2 **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. It will also be subject to the additional terms found in Schedule 1.
- 4.2.3 **Junior ISA ("JISA") Account**: This is a stocks and shares JISA Account which can be opened by the parent or guardian on behalf of a child under 18 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. It will also be subject to the additional terms found in Schedule 1.

- 4.3 **Custody and registration of your investments.** By opening your Account(s) you authorise us to arrange for the appointment of Third to provide custody for your Investments.

- 4.3.1 Third is the appointed custodian for your investments (including cash) and enables the execution of all the transactions in Investments we make on your instructions.
- 4.3.2 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 transactions arising from the Investment Advisory Service must be paid to Third directly (not through us) via bank transfer to Third's client money account. You will be provided with these details separately.
- 4.3.3 You agree that if we end the arrangement with Third in relation to the custody of your Portfolio that we have the right to arrange for your assets to be transferred to and held by an alternative custodian that Titan P&I may appoint provided that such alternative custodian has been assessed by us as being able to provide a similar or better service. We will give you at least 30 days' notice in writing before this change takes effect.

- 4.4 **No comprehensive financial planning advice.** 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 only. You should not rely on our Investment Advisory Service for comprehensive financial planning advice. We can provide this service separately upon request.

- 4.5 **Types of investment:** We provide our Investment Advisory Service in relation to the following types of investment:

- 4.5.1 Units and shares in Collective Investment Schemes which are authorised by the FCA or recognised by the FCA, including those which may be operated or advised by us or an Associate;
- 4.5.2 Shares in UK or foreign companies;
- 4.5.3 Exchange Traded Funds ("ETFs");
- 4.5.4 UK debt instruments, including government, public agency and corporate issues;
- 4.5.5 Cash; and
- 4.5.6 Warrants.

We may make other Investments available, as required, during the course of you holding an Account with us.

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

4.5.7 Unregulated Collective Investment Schemes;

4.5.8 Qualified Investor Schemes; and

4.5.9 Derivatives contracts.

4.6 **One-off advice:** As part of our Investment Advisory Service you can also ask for advice on the merits of buying and selling investments that do not necessarily fit within the asset allocation model(s) that you have selected.

In these 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 will call a "recommendation letter".

4.7 If you accept our recommendation, we will carry out the transaction for you by passing the order to Third.

4.8 **Limited Advice and Execution Only:** We recognise there may be occasions where you specifically ask us to buy or sell investments within your Account. When you do make these requests:

4.8.1 You should be aware that where we do not conduct research on a particular investment, our advice will be limited to assessing its suitability based on your selected asset allocation model and any relevant information available to us (e.g. past volatility) or specifically requested by you. In some cases, we may determine that an investment is unsuitable based on the information you have provided or because it is not rated by our research analysts. If so, we will inform you of this.

4.8.2 Depending on the nature or frequency of transactions initiated by you, we reserve the right to review the suitability of an Account for you and request that you set up an Execution Only account to accommodate this category of instruction in addition to your Accounts.

4.8.3 Investment instructions that you initiate may not be consistent with the asset allocation models you selected, and this may reduce the likelihood of achieving your investment objective.

4.8.4 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 4.9);

4.8.5 You should also be aware that all Execution-Only investments that are included in your Investment Advisory Account(s) will also be subject to the fees as outlined in our document, "Titan P&I Serviced & Fees".

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

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

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

4.9.3 You specifically request us to do so.

We carry out this review on the basis of the information you provided to us under clause 3.1. 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 4.9).

4.10 **Investment Advisory Services are only provided to UK Resident Clients.** 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.**

4.11 **News and information.** We may contact you with news or other information about the Investments you hold within your Investment Advisory Account or other investments we think you may be interested in. This is intended to enhance the service we offer you but should not be treated as investment advice or a personal recommendation unless we explicitly say that it is.

5 Joint Investment Accounts

5.1 If we accept an application for a Joint Investment Account (i.e. an Account opened by two individuals) we will agree with them who has authority to instruct us as these instructions will bind both joint Accountholders. This means that each joint Accountholder has as much authority over the Account as they would if they were the only Accountholder – this includes the ability to withdraw some or all of the value of the Account. If you only want us to act if we have instructions from both joint Accountholders, please contact us. We reserve the right to request written authority from both joint Accountholders.

5.2 In the event of the death of one of the joint Accountholders, the surviving Accountholder must notify us as soon as practicable upon becoming aware of the death of the joint Accountholder. 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 Accountholder.

5.3 All joint Accountholders are bound by these Terms and each joint Accountholder will be jointly and severally liable to us. This means that each of the joint Accountholders is responsible for themselves and for the other joint Accountholder, and we can take action against one or more of the joint Accountholders for any breach of the obligations which apply to them under these Terms, even where only one of them is in breach or caused the breach.

5.4 We will send notices and communications as agreed between us. If we have not agreed or your requirements are not clear to us, we will send notices and communications to one joint Accountholder only. They will be treated by us as authorised to receive them on behalf of both the joint Accountholders.

6 Linking Accounts

6.1 **Linking Investment Advisory Accounts:** At no additional cost, our Investment Advisory Service enables the automatic linking of accounts so that they are handled under one agreement, and they are managed as if they were one account.

6.1.1 We will link Accounts and manage them under our Investment Advisory Service as if they were one account where:

- (i) your own Accounts under our Investment Advisory Service have the same investment objective and asset allocation model and you ask us to manage them together; or
- (ii) your own Accounts and those for other members of your household or other connected persons have the same investment objective and asset allocation model and **all** respective Accountholders have each asked us to manage them together.

6.1.2 Linking enables any Accountholder (who is specified in the Account Opening Documents) to:

- (i) view the aggregated position of their own Account and the linked Accounts; and
- (ii) request an aggregated valuation statements for all the linked Accounts.

6.1.3 Where express authority has separately been provided by other relevant Accountholders and agreed with us, any linked Accountholder can give us instructions in connection with all the linked Accounts.

6.2 **Linking other Accounts you hold with us:** In addition to the linking of Accounts as described in clause 6.1 above, you can also link your Investment Advisory Account(s) to other types of Account you or other members of your household or other connected persons hold with us under separate terms and conditions. This requires the consent of each relevant Accountholder provided via our website, or e-mail to enquiry.tpi@titanwh.com or in writing via post .

6.2.1 Additional linking to other types of Accounts allows each Accountholder to only view the aggregated position of their own Account and the linked Accounts.

6.2.2 The linking of other Accounts you hold with us on the Platform is only a reporting and viewing facility. It does **not** allow us to manage the Accounts as though they were one, nor allow you or any other linked Accountholder to transact or give us instructions on Accounts that do not belong to them.

6.3 **Removing the link:** Any Accountholder can instruct us at any time to remove any link they are part of, as described in clauses 6.1 and 6.2. If you request this, this will **not** be treated as a termination event and you will continue to be bound by these Terms.

7 The basis on which we provide our service

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

7.1.1 This "Investment Management Service (Advisory) Terms of Business";

7.1.2 "Titan P&I Services & Fees Document"; and

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

7.2 You should read these documents carefully and keep 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.

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

7.4 Your Portfolio should have a minimum investment value of £500 at all times, including at the opening stage. We reserve the right to decline to provide our Investment Advisory Service if the Portfolio balance falls below £500 at any time.

7.5 You will normally fund your Investment Advisory 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 a third party on your behalf. You will have beneficial ownership of these Investments. This means that, although the investments may be held in the name of a nominee or custodian, you retain the full economic interest in them — including the right to benefit from income, gains, and other entitlements.

7.5.1 We may be required to convert your existing fund investments that are transferred in 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.

7.5.2 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 your 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).

7.5.3 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.

7.6 At our absolute discretion we may also agree to a “transfer out” of some of the Investments held in your Portfolio (rather than cashing in Investments and transferring the cash) to other investment managers or advisers you may appoint. This will be subject to our charges as outlined in our “Titan P&I Service & Fees Document” or as otherwise agreed with you in writing.

7.7 **Anti money-laundering and Know Your Client:** When you apply to open an Account we will carry out these 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. If you satisfy our security checks and complete the account opening procedures, your Account will be opened.

7.8 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.

7.9 **Entering into this Agreement means that you are also entering into a legal and binding relationship with Third 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 in Schedule 2.

7.10 All your Investments will be held by Third in accordance with FCA Rules relating to the safekeeping of client money and client assets. 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. Any documents evidencing legal ownership of investments will be held by Third.

7.11 **Direct Debits** Clients of our Investment Advisory Service may be required to set up and maintain an active Direct Debit bank account mandate in favour of Third. This must be from a UK bank or building society, account details of which you have given in your Account Opening Documents 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.

7.11.1 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.

7.11.2 If an error is made by Third 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.

7.11.3 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.

7.12 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.

7.13 We will pass on this rebate to your Investment Advisory 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 Third. Details of the calculation of the rebate credited to your account are available on request.

7.14 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 any of your Account(s) individually to pay the amount that you want to withdraw, by default we will sell proportionately across the Investments in any or all of your Account(s) to provide the required cash, unless you specify otherwise.

7.15 We will arrange for Third to ensure that cash dividends, gilt and bond interest are paid into the relevant Account(s) unless you have instructed us otherwise. These payments will normally be paid within 24 Business Hours of receipt.

8 **Fees and charges**

8.1 You agree to pay our fees as notified to you from time to time.

8.2 We will normally collect any fees owed in relation to our Investment Advisory Service by instructing Third to sell holdings proportionately across your Account(s) before collecting the fee from the cash balance within the Account(s).

8.3 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 "Services & Fees Document" document or as otherwise agreed in writing. Copies of the document "Services & Fees Document" are available on our website www.titanpi.co.uk and on request.

8.4 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.

8.5 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 choose not to receive ongoing advice, we will only charge you an ongoing platform charge of 0.25% per annum and no ongoing advice fee. **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). Please note that you may incur costs or taxes that are not paid via us or imposed by us.**

8.6 We may vary any fees, interest rates on the basis provided in clause 26, and any changes will be advised to you accordingly.

8.7 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.

8.8 If you open an Account with us because of an introduction by a third party, we may make a one-off payment to the introducer or pay then fees on an ongoing basis on your instruction only. This will be done in accordance with our Conflicts Policy which is available on request.

8.9 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.

9 Communications between us (including our paperless service)

9.1 You agree that 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.

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

9.3 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, or enquiry.tpi@titanwh.com.

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

9.5 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 the Portal 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:

- 9.5.1 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.
- 9.5.2 If you specifically want to receive contract notes and/or valuation statements by post, then please ask us to arrange this for you. **A fee may apply for this service.**
- 9.5.3 **You will need to regularly review your “Titan Wealth Platform” section of our website via the client login button as this will be one of the primary ways of communicating with you.**

10 Client money

- 10.1 We have appointed Third to hold money that belongs to you. 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.
- 10.2 Money for the purposes of your transactions within the Account(s) will be held by Third in accordance with the client money arrangements set out in Third's Terms.
- 10.3 We have permission from the FCA to control, but not hold, client money. **This means that while we can manage and give instructions regarding your funds for investment purposes, we will not physically hold your money in our own bank accounts.** All client money will be held by Third in segregated client money accounts. In the event of our insolvency, your money will be protected as it is held separately from our firm's assets.

11 How we provide our Investment Advisory Service to you

- 11.1 We will recommend investments for your Portfolio primarily in units of Collective Investment Schemes that are either authorised by the FCA or recognised for distribution in the UK (but not regulated by the FCA). These may include schemes managed or advised by us or an Associate. Other types of investments may also be included, as outlined in 4.5.
- 11.2 When you instruct us to buy or sell an investment, we will usually pass your order on to the Custodian on your behalf for execution in accordance with our execution policy and Third's execution policy available at www.thirdfin.com.
 - 11.2.1 By opening your Account(s) with us you consent to our execution policy and Third's execution policy and authorise us and 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 or Third as the case may be think this is in your best interests.

For reference, the FCA defines:

- (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.

11.2.2 You also instruct us not to make public your unexecuted orders to buy or sell investments at a specific price or better unless we consider that it is in your best interests to do so.

11.3 While we aim to meet the investment objectives of your chosen asset allocation model(s), **we cannot guarantee that these objectives will be achieved.**

11.4 **All investments carry risk.** Their value and any income may fall, and past performance is not a reliable indicator of future results. You may receive less than you originally invested.

Our suitability reports include a risk warning section outlining key risks relevant to the Investment Advisory Service. Please review this before subscribing and contact us if you need clarification. We may provide additional risk information as appropriate during our engagement.

11.5 If you choose not to follow our investment recommendations, your Account(s) will not reflect the agreed asset allocation model(s). This will increase the risk of not meeting your investment objectives.

11.6 You may give dealing instructions by email, telephone, or letter. We aim to act on instructions promptly upon receipt. **It is your responsibility to confirm that instructions have been received and actioned.** For urgent matters, we recommend calling us or confirming receipt of email/letter instructions by phone. Instructions in connection with Collective Investment Schemes will be processed at the next available valuation point.

11.7 We record telephone calls and electronic communications between us as required by the FCA Rules. These records will be available to you on request for a period of five (5) years from the date of the call and/or communication.

12 Settlement

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

12.2 **Before you instruct us to buy an investment on your behalf, you must ensure that you have sufficient available cash in your Account(s) and that any investment you instruct us to sell for you is in the custody of Third.**

12.3 Third's ability to deliver assets or the proceeds of the sale of any assets to your Account(s) is conditional on receipt of the relevant assets or sale proceeds from the other party to the transaction.

12.4 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).

13 Reporting to you

13.1 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 Account(s) at the end of the period covered by the valuation report.

13.1.1 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 which will be the last Business Day of the period covered by the valuation report. 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.

13.1.2 The valuation reports relate to transactions in the investments that you hold in your Investment Advisory 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.

13.2 We may provide further information, such as tax certificates, 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.

13.3 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.

13.4 If there is a corporate action such as a shareholder vote 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.

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

13.4.2 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.

13.4.3 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 Investment Advisory Account(s) by our specified deadline for valid response.

13.4.4 Valid elections received are deemed irrevocable and final.

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

14 Market Abuse

14.1 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.

14.2 We reserve the right to take any action we deem appropriate if we have suspicions about your 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.

15 **Financial Crime**

15.1 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 Financial Crime. 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.

15.2 We will not be liable to you or any third party for any loss or damage arising from any action we may take as a result of our legal obligations.

15.3 We are required by law to apply appropriate identity and residency verification procedures for all clients. We may also request such additional information as may be necessary to satisfy our obligations arising from the Money Laundering Regulations. These procedures are known as Client Due Diligence measures ("CDD"). CDD and monitoring of accounts for the prevention of Financial Crime is carried out by us on an ongoing basis. Commencement of any services that we provide to you will be subject to us completing the CDD process to our satisfaction.

15.4 We may make electronic searches through an appropriate third party e.g. a credit reference agency, purely for the purpose of complying with our anti money laundering obligations.

15.5 Where you have been introduced to us by a third party e.g. an Independent Financial Adviser, Solicitor or Accountant, Money Laundering Regulations permit us to rely on that other person's CDD provided that the other person carries on business in the UK and is either:

15.5.1 an FCA or PRA authorised firm (such as a bank or an investment firm (but not a money service business)); or

15.5.2 an auditor, external accountant, insolvency practitioner or tax adviser; or

15.5.3 a notary or other independent legal professional.

15.6 However, we retain responsibility for any failure to comply with a requirement of the Money Laundering Regulations, as this responsibility cannot be delegated.

16 **Conflicts of Interest**

16.1 We are required by the FCA Rules to establish, implement and maintain a conflicts of interest policy to identify, prevent and manage conflicts of interest to ensure that they will not constitute or give rise to a material risk to your interest. A conflict of interest may arise between:

16.1.1 the interests of the Firm (or certain persons connected to the Firm or the Firm's group) and the duty the Firm owes to you and its other clients;

16.1.2 the different interests of two or more of the Firm's clients, to whom the Firm owes a duty in each case.

16.2 We have sought to identify potential conflicts of interest that exist in our business and have put in place measures we consider appropriate to the relevant potential conflict in order to prevent, monitor, manage and control the possible impact of those conflicts on our clients, acting in the best interests of our clients.

16.3 Please be aware that as a part of the Titan Wealth Group, we will invest in or recommend Collective Investment Schemes which are managed by other Titan Wealth group entities, or by connected third parties, known as "In-house Funds". Please note that when recommending or selecting such In-house Funds for investment, the In-house Funds are subject to the same levels of initial and ongoing due diligence and monitoring as any other externally managed Collective Investment Schemes selected for investment. The benefits of recommending/selecting In-house Funds include having greater access to fund information and monitoring of the underlying investments. We will only recommend or select In-house Funds when we believe it is suitable for clients.

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

16.5 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.

16.6 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.

16.7 A copy of our Conflicts of Interest policy is available on request.

17 Liability

17.1 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.

17.2 Nothing in these Terms excludes or restricts any liability we may have for death or personal injury or for breach of our obligations under the Regulatory System.

17.3 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:

17.3.1 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

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

17.4 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:

- 17.4.1 Buy the investment to put you in the position that you would have been in if we had carried out your instruction correctly; or
- 17.4.2 Pay you the difference between the price you should have paid for the investment and the price that you actually paid.

17.5 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, pandemic or epidemic, 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.

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

- 17.6.1 we shall use reasonable endeavours to ensure continuous availability of the part of the Investment Advisory Service to which you can have access online at any time (including without limitation any underlying communication services provided by third parties and of the documents and information mentioned in clauses 9.5 and 13) other than during maintenance periods ;
- 17.6.2 The internet and the telecommunication systems may be subject to interruption or failure through no fault of ours;
- 17.6.3 You are responsible for providing and maintaining the communications equipment (including personal computers and modems) that you use to access our Investment Advisory Service;
- 17.6.4 We cannot guarantee that our Investment Advisory Service will support all browser types and be fully compatible with your communications equipment; and
- 17.6.5 You are required to maintain a live email address for receipt of ongoing communications.

18 **Complaints**

18.1 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. Email: complaints.tpi@titanwh.com.

18.2 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.

18.3 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.

18.4 A copy of our complaint handling procedure is available on request and on our website www.titanpi.co.uk.

19 Compensation

19.1 We are a participant of 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.

If we are unable to pay any debts that we owe to you, due to our insolvency you may have a right to claim under the FSCS up to the limits published by the FSCS. Most investment business is covered by the FSCS. Further information about the FSCS, including the compensation limits is available on request or can be found at www.fscs.org.uk or via telephone at 0800 678 1100.

20 Data Protection

20.1 For the purposes of opening an account with us and to provide you with our services 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 informed those individuals about how we process personal data in relation to our services (as set out in our privacy policy on our website at www.titanpi.co.uk) and obtain the consent of the people concerned (to the extent consent is required) to pass their information on to us.

Information relating to usage of our website is collected using cookies as explained in our website at www.titanpi.co.uk.

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

21 Tax

21.1 We do not provide any tax advice and 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.

21.2 The transactions entered into as a result of the Investment Advisory Service may give rise to capital gains tax liabilities; however we do not give any promise that we will provide investment advice to you to mitigate any tax liability or maximise any tax advantages even though you may inform us of them.

21.3 **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.**

21.3.1 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.

- 21.3.2 To facilitate this 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.
- 21.4 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.
- 21.5 Dividends received into your Account(s) will be automatically reinvested. If you do not want to reinvest these you should contact your Financial Planner.

22 **Your cancellation rights in the first 14 days of this Agreement**

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 or via e-mail at enquiry.tpi@titanwh.com, or by calling us on call us on 01536 462700 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 these Terms.

23 **Termination**

- 23.1 These Terms shall continue and remain in force until they are terminated by us or you.
- 23.2 You can end this agreement:
 - 23.2.1 by giving us written notice within the first 14 days from the date it started (please see clause 22 for further details); or
 - 23.2.2 after the first 14 days from the date of this agreement by giving us at least 30 days' written notice; or
 - 23.2.3 immediately on notice if we commit any material breach under these Terms and, where relevant we have failed to remedy this breach within seven days of you notifying us of this and requiring us to remedy it; or
 - 23.2.4 immediately on notice where we are liquidated or dissolved or declared insolvent or are unable to pay our debts as they fall due.
- 23.3 We can end this agreement:
 - 23.3.1 by giving you at least 30 days' written notice; or

- 23.3.2 immediately on notice if you commit any material breach under these Terms and, where relevant you, have failed to remedy this breach within seven days of us notifying you of this and requiring you to remedy it; or
- 23.3.3 immediately on notice where you are declared bankrupt or are unable to pay our debts as they fall due.

23.4 These Terms will be terminated automatically if we are no longer authorised by the FCA.

23.5 When these Terms come to an end, you will not need to pay any additional amounts. However, we may charge you for the following:

- 23.5.1 any fees, costs, charges or expenses that have accumulated up until the date of termination; and
- 23.5.2 any additional expenses necessarily incurred by us in terminating these Terms; and
- 23.5.3 any losses that we had to incur when settling or concluding outstanding obligations.

23.6 Termination of these Terms will not affect the completion of transactions already initiated. These transactions will be completed by us as soon as practicable.

23.7 Upon termination in accordance with this clause 23 the rights and obligations of the parties under these Terms shall terminate, except that clauses 17 and 28 shall remain in full force and effect.

23.8 **Upon termination of these Terms, Third's Custody Terms with you will also terminate immediately.** At that point, Third will promptly account for any investments it holds on your behalf (including through any nominee or sub-custodian), except where it needs to retain or realise assets to settle ongoing transactions or cover outstanding liabilities owed to counterparties or to Third under the Custody Terms, or to us under these Terms. Termination of these Terms will not terminate any ISA or JISA entered into with Third.

23.9 If we are notified of your death, we will sell Investments 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 will stop but the platform charge of 0.25% per annum will apply.

Transferring your Investments to another provider

23.10 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.**

23.11 Any fees applying to your Account(s) will stop from the date we receive a valid transfer out request.

23.12 **Transfers will be processed in cash.** This means that we will instruct Third to 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 you specify that they should be transferred somewhere else.

23.13 **Transfers in cash will usually be processed within 30 days.** If you hold assets which are untradeable, then 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.

23.14 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).

24 **Transferring rights and obligations under these Terms**

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

24.2 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.

25 **Rights of third parties**

25.1 Except as set out in clauses 5 and 6 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.

26 **Changes to these terms**

26.1 We, or Third in relation to the Third Terms, 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, unless by reason of Applicable Law we are required to make the change sooner. Reasons for amendment include the following:

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

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

26.1.3 to make it clearer or more favourable to you;

26.1.4 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

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

26.2 In accordance with clause 26 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 www.titanpi.co.uk or upon request. Any new terms or charges will only come into force once the 30-day notification period has expired.

26.3 You have the right to terminate these Terms if you object to a change we propose to make, by following the procedure in clause 23. No additional charges or penalties are payable by you when you terminate in these circumstances, although clause 23 will continue to apply in the ordinary way.

26.4 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.

27 **Outsourcing and use of agents**

27.1 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.

27.2 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.

28 **Governing law and jurisdiction**

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

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:

29.2.1 two Business Days after posting to you, at an address in the UK; and

29.2.2 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 in the absence of notice of a sending failure or out of office response.

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 Birch Court, 20 Birch 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.

30 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 Titan Wealth Platform (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 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 depository; 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 including 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:

Annex 1 - Glossary

1. Interpretation
 - 1.1 In these Terms, unless the context requires otherwise:
 - 1.1.1 Headings and titles are for convenience only and do not affect its interpretation; and
 - 1.1.2 The singular includes the plural and vice versa.
 - 1.2 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.
 - 1.3 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.
 - 1.4 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.
2. In this document the following words and expressions have the meanings set against them below:

“Account Opening Documents” means the application form which you must complete in order to become a client of ours.

“Account” means any type of account that you hold with us in connection with Investment Advisory Services.

“Accountholder” means the individual specified in the Account Opening Documents in connection with an Account.

“Associate” means any undertaking in the same group as Titan Pensions & Investments Limited and any person who is an appointed representative of it.

“Authorised Unit Trust” or “AUT” a form of collective investment scheme that is established as a unit trust and which is authorised for sale to retail clients by the FCA.

“Business Day” means day when the London Stock Exchange is open for dealings (excluding Saturdays, Sundays, public and bank holidays in England).

“Business Hours” means 08:00 to 16:30 on a Business Day.

“Collective Investment Schemes” means an arrangement 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” to refer to different types of funds such as Authorised Unit Trusts, OEICs and ETFs.

“Custodian” refers to Third Platform Services Limited or another custodian as we may arrange to provide custody services from time to time.

“ETF” means an exchange-traded fund, that is a collective investment scheme traded on an investment exchange.

“Execution-Only” means the dealing service where we buy or sell investments, or arrange for such transactions on your behalf in accordance with your instructions. With an Execution- Only service we do not advise you on the merits of the transaction that you have instructed us to carry out and we are not required by the FCA Rules to ensure that: a) the transaction is suitable for you; b) you are able to bear the adverse financial impact of any related investment risks; and c) you understand the risks involved in the transaction.

“FCA Rules” means the rules of the FCA.

“FCA” means the Financial Conduct Authority of the United Kingdom or any successor authority.

“Financial Crime” means any criminal activities relating to financial dishonesty, including fraud, money laundering and terrorist financing.

“Financial Planner” means your personal financial planner.

“GIA” means General Investment Account used to hold your investments which are not held in an ISA, pension or other product.

“Investment Advisory Account” means any or all of the types of account we provide under these Terms.

“Investment Advisory Service” means the service we provide under these Terms.

“Investment” means any investment including stocks and shares, units in Collective Investment Schemes, life policies, personal pension schemes, debentures and government and public securities.

“ISA Manager Services” means the Terms and Conditions which relate to the provision of a Stocks & Shares ISA or Junior ISA by Third Platform Services Limited and in relation to which we provide Investment Advisory Services.

“ISA Regulations” means the Individual Savings Account Regulations 1998.

“ISA” means Individual Savings Account provided in accordance with the ISA Regulations and provided by Third Platform Services Limited.

“Junior ISA” means a Junior ISA provided in accordance with the ISA Regulations and provided Third Platform Services Limited

“Key Features Document” means a document providing a summary of the key characteristics of a Collective Investment Scheme, an ISA or a GIA.

“Key Investor Information Document” means a short document containing key investor information for investors on the essential elements of a Collective Investment Scheme.

“Losses” means liabilities, losses, damages, costs, claims and expenses of any kind.

“Market Abuse” means 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.

“Money Laundering Regulations” means the UK The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, as amended, updated or superseded from time to time, together with the FCA Rules, and the guidance published by the Joint Money Laundering Steering Group for the UK financial sector on the prevention of money laundering and combating terrorist financing.

“OEIC” an open-ended investment company which is a type of collective investment scheme that has been authorised by the FCA for sale to retail clients.

“Platform” means the web-based platform service provided by Third accessible to you via our website to enable you to access some of the services provided to you under these Terms.

“Portfolio” means 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” means the legal and regulatory requirements with which we must comply because we are authorised by the FCA.

“Security Information” means 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.

“Services & Fees Document” means the document provided to you that consents to our fees and charges being deducted from your account(s) by Third or paid by you directly.

“Terms” means the terms of business set out in this document (and any changes made to them in accordance with clause 26).

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

“you” or “your” or “yours” means 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.

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.