

Terms of Business  
Retail and Professional Clients

Effective as of 25 November 2020



# Terms of Business

## Definitions

Agreement - As stated in 1.1

Business Day – Means a day in which the London Stock Exchange is open for business.

CASS – As defined by the FCA rules

Client Money - Money that is owned by our clients and segregated from Dowgate Capital's own money as set out in the FCA's CASS rules Complex Instruments – As defined by the FCA

Custodian – the appointed firm responsible for the safekeeping of our clients assets on our behalf, the custody service provider.

Delivery Versus Payment (DVP) – Settlement procedure in which payment will be made to the seller upon delivery of the instrument to the buyer.

Eligible Counterparty – As defined by the FCA

FCA – Means the Financial Conduct Authority

Financial Instrument – As defined by the FCA

Investment Firm – As defined by the FCA

ISA – Individual Savings Account

JISA – Junior Individual Savings Account

Market - Any regulated market or multilateral trading facility

MiFID II – Markets in Financial Instruments Directive II

Non-complex Instruments – As defined by the FCA

Principal – an entity for whom the client is acting for and on behalf of in relation to the services in this Agreement

Professional Client – As defined by the FCA

Regulations - all applicable laws, rules regulations in force at the time as well as relevant Market rules

Retail Client – As defined by the FCA

Trading Venue - As defined by the FCA

Transaction -Orders in Financial Instruments which we have carried out on your behalf under this Agreement

UCITS – Undertakings for Collective Investments in Transferable Securities "We", "Us" and "Our" – Refers to Dowgate Capital

"You" and "Your" – Refers to persons who have signed the agreement, including any persons to whom you have given authority to deal on your behalf

## 1. Introduction

- 1.1 Together with the completed Application Form, the Conflicts of Interest Policy and the Order Execution Policy these Terms of Business ("Terms") and any other written agreements between you and us concerning your account, constitute the agreement between you and Dowgate Capital Limited ("DC", "us", "we" or "our"). Collectively these documents are referred to below as the "Agreement".
- 1.2 The Agreement sets out the Terms on which we will provide services to you. By signing the Application Form, you confirm that you, and/or the company or trust on whose behalf you are signing, accept these Terms and will be bound by the Agreement. These Terms replace all earlier Terms.
- 1.3 If you are new to DC, the Agreement will come into effect on the date that we confirm your account has been opened. If you are an existing client these Terms will come into effect on the date notified to you.
- 1.4 Where there is any conflict between this Agreement and any other agreement or terms of business in respect of the services we provide to you in respect of the Transactions, the terms of this Agreement will prevail
- 1.5 References in these Terms to information in the Application Form mean the information contained in the original Application Form or as subsequently amended and agreed in writing between you and us.
- 1.6 This agreement has been supplied in English and therefore English will be the language use in all our communications to you. You will also communicate with us in English.

## 2. Regulation

- 2.1 DC is authorised and regulated by the Financial Conduct Authority ("FCA") whose address is 12 Endeavour Square, London, E20 1JN. DC's FCA reference number is 146274.
- 2.2 This agreement and all services that we provide under it, as well as all Transactions are subject to applicable Regulations in order that:
  - where any conflict between the Agreement and applicable regulations occur, applicable regulations will apply
  - nothing in this Agreement shall exclude or restrict any obligation which we may have to you under applicable regulations
  - all applicable regulations and whatever we do or fail to do in order to comply with them will be binding on you
  - any actions that we take or fail to take for the purpose of compliance with any applicable regulations shall not render us or any of our directors, officers, employees or agents liable; and
  - you agree to comply with all applicable regulations
- 2.3 We are obligated by the FCA rules to adhere with certain rules of conduct, but assume no greater responsibility nor owe you any duty, other than imposed by the FCA Rules or the terms of this Agreement

## 3. Classification and Capacity

- 3.1 As required by the FCA rules and based on information available to us, DC will categorise you as either a Retail Client, Professional Client or an Eligible Counterparty.

We will therefore treat you as a retail client unless we agree with you otherwise. As a retail client, you may request to be re- categorised as a professional client, but as such you will no longer qualify for those protections which only apply to retail clients. We will only accept such a request if we are permitted to do so in accordance with the regulatory criteria. If you meet the criteria, you will be required to sign separate documentation confirming your understanding of becoming a professional client and the acceptance of the loss of certain protections.

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

- i) joint account holders shall be jointly and severally liable to us and we may discharge our obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;
- ii) the trustees of any trust shall be regarded as the client (as opposed to any beneficiary) and shall be jointly and severally liable to us; and all the partners of any partnership which is our client shall be jointly and severally liable to us.

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 us as principal in relation to any transactions which are to be performed under these terms and we will treat you as our client under the FCA rules. You agree that you will be liable to us jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to us.

### 4. Communication on Joint Accounts

4.1 Where you have entered into this Agreement jointly with another person or other people, we are entitled to deal with you on the basis that you are the joint holders of all the cash and investments to which these terms relate, however lodged with us or registered, and to act on instructions given by any one of you or the survivor of you.

4.2 These terms will remain in force notwithstanding the death or other incapacity of any one or all of you until we confirm in writing that we have received either;

- i) Written notice of the death or legal incapacity of one or all of you; or
- ii) Written notice of termination from any one of you.

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

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

### 5. Our Services

5.1 This Agreement relates to the execution of transactions for you in Financial Instruments including

- Shares;
- Debentures, debenture stock, loan stock, bonds and other instruments creating or acknowledging indebtedness;
- Government and public securities
- Certificates representing securities and
- UCITS and investment trusts.

Where we execute Transactions in non-complex instruments, we are not required to obtain information from you regarding your knowledge and experience, so as to enable it to make an assessment as to the appropriateness of the instrument or service provided or offered. Please note, therefore, that you will not benefit from the protection of any conduct of business rules that could require us to assess the appropriateness of the product or service for you under Article 25 MiFID II in relation to such non-complex instruments. We may also provide other services if agreed between us and in accordance with Applicable Regulations.

5.2 Our services encompass discretionary portfolio management, advisory trading and execution only trading, details of each service are set out below:

#### Discretionary management

If you elect for this service, DC will manage, on a discretionary basis your portfolio of cash and investments. Subject to any instructions from you, DC will have full authority at its discretion, with prior reference to you, to execute any type of transaction or arrangement for your account. Using this discretion will be in accordance with your investment objectives as prescribed by the applicable FCA rules and in a manner that we believe to be suitable for you.

#### Advisory

Advisory investment service - We will provide you with suitable recommendations on a trade by trade basis, but we will not be responsible for the suitability of your portfolio as a whole, nor the overall risk exposure. We will not be responsible for actively monitoring the performance of your portfolio.

We seek to ensure that our advice is suitable for you. It remains your sole responsibility to inform us of any changes to your circumstances, requirements and objectives

In terms of the FCA, we may recommend to you any investments which we reasonably believe are suitable for you. All decisions on whether to invest in, hold or dispose of any investment or asset are yours and we will only enter into transactions as you instruct.

#### Execution only

You can be treated as an execution only client in respect of all transactions or a specific transaction and means we are only able to act on the instructions that you provide and you are responsible for the decisions that you make when you engage our execution only service. For any service we agree to provide you, in circumstances where you have not supplied us sufficient information, either orally or in writing, about your investment objectives, financial circumstances and degree of risk you are prepared to accept or even if you have supplied us with information previously, where we may reasonably believe that you are not expecting us to advise you about a particular transaction, then we will not make any personal or product investment recommendations and we will interact with you as an execution only client, and you hereby agree to our interaction in this way.

For more complex products, such as warrants, we may require additional information from you to assess if the product is appropriate. If you choose not to provide this information and we agree to execute the transaction on your behalf, you agree and acknowledge that we cannot assess whether the investment will be suitable to your needs.

You are responsible for the investment decisions that you make when you engage our Services as an execution only client. We do not accept responsibility on a continuing basis for advising you on the composition of your portfolio.

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### 6. Custody and Registration

- 6.1 DC is authorised by the FCA to control client money but not to hold client money. Therefore, Client money will be held on your behalf by our nominated Custodian in accordance with and subject to the FCA Rules. This requires them to hold your money in a segregated bank account with an approved bank. Your money could be held by the approved bank with other clients money in a pooled client account, which means client money is held as part of a pool of money, which means you will not have a claim against a specific amount, but a claim against the Client money pool in general.
- 6.2 We will perform due skill, care and diligence in the selection, appointment and periodic review of any Custodian or bank (other than a central bank) where your money is deposited and for the arrangements for holding your money but we shall not be responsible for any acts, omissions or default of any third-party Custodian or bank.

### 7. Custodian: Custody Service Provider

Relationship with Global Prime Partner (GPP) and Jarvis Investment Management (JIM)

Depending on the type of account you open, will depend on which Custodian your assets are held with:

Dowgate Prime = JIM  
Dowgate Prime + = GPP

Details on each are set out below

#### 7.1 GPP

We have entered into an agreement (GPP Agreement) with Global Prime Partners Ltd., (GPP), on behalf of ourselves and each of our Clients whereby GPP has agreed to provide safe custody services to our clients, including you. ...

The GPP Agreement binds us and you as one of our Clients. When you become a Client by signing our application form, you will also accept and be bound by the terms of the GPP Agreement. It is important for you to understand that this means you will be both our Client and also a Client of GPP.

GPP, with company number 06962351, has its registered office at 101 Wigmore Street, London, W1U 1QU. GPP is authorised and regulated by the Financial Conduct Authority (FCA).

In consideration of GPP making their services available to you, you agree that:

- we are authorised to enter into the GPP Agreement on your behalf as your agent;
- you are bound by the terms of the GPP Agreement as summarised in Appendix II to this Agreement and acknowledge that the GPP Agreement constitutes a contract between you and ourselves and also between you and GPP;
- we are authorised to give instructions to GPP on your behalf (as provided for in our terms of business (Terms) and the GPP Agreement) and to provide information concerning you to GPP and GPP shall be entitled to rely on any such instructions or information without further enquiry;
- GPP is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to GPP.

GPP will not provide you with investment advice nor give you advice or offers any opinion regarding the suitability or appropriateness (as relevant) of any transaction or order and will rely solely on information provided to it by us in respect of all such matters. Similarly, we are not responsible for GPP's actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

#### 7.2 JIM

We have entered into an agreement (JIM Agreement) with Jarvis Investment Management., (JIM), on behalf of ourselves and each of our customers (Customers) whereby JIM has agreed to provide clearing and settlement, safe custody and associated services for our clients (Clients) to use and safe custody services.

The JIM Agreement covers us and you as one of our Clients. When you become a Client by signing our application form, you will also accept and be bound by the terms of the JIM Agreement. It is important for you to understand that this means you will be both our client and also a Customer of JIM

JIM, with company number 01844601, has its registered office at 78 Mount Ephraim, Royal Tunbridge Wells, TN4 8BS. JIM is authorised and regulated by the Financial Conduct Authority (FCA).

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In consideration of JIM making their services available to you, you agree that:

- we are authorised to enter into the Agreement on your behalf as your agent;
- you are bound by the terms of the JIM Agreement as summarised in this Schedule and acknowledge that the JIM Agreement constitutes a contract between you and ourselves and also between you and JIM;
- we are authorised to give instructions to JIM on your behalf (as provided for in our terms of business (Terms) and the Agreement) and to provide information concerning you to JIM and JIM shall be entitled to rely on any such instructions or information without further enquiry;
- JIM is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to JIM.

JIM will not provide you with investment advice nor give you advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any transaction or order and relies on information provided to it by us in respect of all such matters. In the same way we are not responsible for JIM's actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

### 8. Charges & Fees

- 8.1 The fees and charges for our services are set out in the accompanying Schedule of Charges which we may amend at any time in accordance with this Agreement and in accordance with FCA rules, subject to one month's notice to you
- 8.2 Where we are in receipt of a share of commission, fees or other benefit from third parties we will disclose this to you prior to us carrying out the transaction.
- 8.3 You agree that you will be responsible for any other fees or charges that may be incurred as a result of our provision of services to you. You agree that you will also pay any Value Added Tax, or any other applicable tax or levy that is due or chargeable in relation to any charges and fees.
- 8.4 We will normally set out any fees and charges due in relation to a particular transaction on the relevant contract note and will add or deduct them from the costs or proceeds of the transaction as appropriate.
- 8.5 You agree that we may deduct any sums that you owe us in relation to fees and charges directly from any funds held on your behalf by us.
- 8.6 In order to meet any liabilities that you may have to us regarding outstanding or unpaid fees and charges, you agree that we are entitled to use any money and / or to sell any investment held on your behalf and to take any other actions we may consider necessary to protect our position.
- 8.7 We will provide you with an annual summary with appropriate information regarding the costs and charges you have incurred during the year.
- 8.8 Information about the costs and charges will be provided in aggregated form. If you would like to have an itemised breakdown of the information at any time please contact us.
- 8.9 Where any element of the costs and charges is to be paid in, or is represented by a foreign currency amount we will indicate the currency involved and the relevant conversion rate and fees.
- 8.10 Where we are informed that central banks have set their interest rates below zero, you may be charged interest on cash balances in that currency.

### 9 Instructions

- 9.1 We may rely and act on any instructions, notices or requests of any person who is, or whom we reasonably believe to be, a person designated or authorised by you to give such instructions, notices or requests (whether given in writing (including fax), by telephone, computer based systems or other media) without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions. We will not be liable for any action we take in good faith, pursuant to receipt of instructions from you.
- 9.2 We may require (but shall not be obliged to require) written confirmation before acting on oral instructions. We have the right to require (but shall not be obliged to require) a list of persons who are authorised, either alone or with others, to act on your behalf in the giving of instructions and performance of any other acts, discretions or duties under this Agreement together with specimens of their signatures if written instructions are to be given. You warrant that any such list(s) of persons named by you will be correct at the date thereof. You shall notify us immediately of any amendments to such list(s) and provide specimen signatures of new signatories.
- 9.3 You shall promptly give us confirmation of any instructions to us which we may require in respect of any Transaction or proposed Transaction. If you do not provide confirmation of such instructions promptly or following reasonable efforts by us, we are unable to contact you, we may, in our absolute discretion, take such steps at your cost or refrain from taking any action as we consider necessary or desirable for our or your protection.
- 9.4 We are not obliged to accept any particular order or agree to enter into a Transaction with you or carry out an instruction received from you. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but shall promptly notify you accordingly.

### 10. Execution of Orders

In order to provide our services to you, we are obliged to obtain information from you, which may include financial and other information concerning yourself and/or where you act as an agent for your Principal, as we from may reasonably request or as we may be obliged to procure in accordance with Applicable Regulations. If you do not provide such information when requested, this may result in us withdrawing our Services from you. In such circumstances, we shall not be responsible for any liabilities suffered or incurred by you as a result of any such decision made.

We may record telephone conversations and other communications with you or any of your agents with or without the use of an automatic tone warning device. Such records will be our sole property and held five (5) years (or more where required by Applicable Regulations). Subject to

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Applicable Regulations, records may be made available to you on request and will be presented in the language used to provide the Service. Any requests should be made to [compliance@dowgate.co.uk](mailto:compliance@dowgate.co.uk). You acknowledge and agree that we may use such recordings and transcripts for any purpose which we deem reasonable use as evidence. Our voice records will be accepted by you as conclusive evidence of your orders, instructions or conversations had with us. We may, if required to do so, also provide such recordings and transcripts to the FCA or other government authority in accordance with Applicable Regulations.

### Best Execution Obligations

- We will owe our best execution under Applicable Regulations to you in accordance with our execution policy ("Dowgate Order Execution Policy") as from time to time in effect, a copy of which has been provided to you (and published at [www.dowgatecapital.co.uk](http://www.dowgatecapital.co.uk)). The Dowgate Order Execution Policy, among other things, provides for the possibility of execution outside of a Trading Venue. By accepting these terms of business, by trading with us, you consent to such policy and to the execution of transactions outside of a Trading Venue as set out in Appendix I
- You hereby expressly instruct us that whenever you place a limit order for shares traded on a regulated market, unless otherwise agreed in writing at the time we accept your order, if the order is not immediately executed under prevailing market conditions, we are not required to make the order public in a manner which is easily accessible to other market participants
- Orders may be executed by us or passed to any Associate or intermediate broker for execution. We may arrange for a Transaction to be executed, either in whole or in part, by selling an investment to you from another client, or a client of an Associate of ours, or vice-versa. We shall not give you prior notice if we arrange for a transaction to be executed in this manner, but will be bound by our best execution obligations, if applicable
- We may combine your order with our own, orders of Associates and orders of other clients. Aggregation will only take place if we believe it is likely that the aggregation will not work overall to the disadvantage of each of the clients concerned. However, on some occasions, aggregation may result in you obtaining a less favourable price in relation to a particular order.
- We will provide you with confirmation of all Transactions carried out on your behalf in accordance with Applicable Regulations (including any terms we have separately agreed with you regarding the extent and nature of such confirmation). You agree that we may send confirmations and other statements by e-mail to the e-mail address on record for you or as otherwise agreed between us. It is your responsibility to inform us of any change to your e-mail address, the non-receipt of confirmation, or whether any confirmations are incorrect before settlement. Subject to Applicable Regulations, we may send you a single confirmation in respect of a series of Transactions unless agreed in writing otherwise. All confirmations and other statements which we send to you will be conclusive and binding on you unless you notify us in writing within two Business Days of receipt by you that you disagree with its contents, or we notify you of an error in the confirmation within the same period.
- You acknowledge and understand that business on a Market may from time to time be suspended or restricted or the Market may from time to time be closed for a temporary period or for such longer period as may be determined in accordance with the rules of any Market or the occurrence of one or more events which require such action to be taken in the interests of, maintaining a fair and orderly market. Any such action may result in us being unable, and through us, you being unable to enter into Transactions in accordance with the rules of the relevant Market. Furthermore we, and through us, you may from time to time be prevented from or hindered in entering into Transactions in accordance with the rules of the relevant Market as a result of a failure of some or all of the Market's facilities. We shall have no liability to you as a result of any of the circumstances or occurrences referred to in this Clause.
- Give – up: In respect of every Transaction made between us and you and given up to be cleared by another broker or dealer as specified by you:
  - if such broker or dealer accepts the give-up, we shall (without prejudice to any claim we may have for commission or other payment) upon such acceptance transfer the financial instrument to such party and will have no further obligation to you in respect of the Transaction;
  - if such other broker or dealer declines to accept the give-up, we shall be entitled at our option either to confirm the transaction with you or to liquidate it by such sale, purchase, disposal or other transaction or cancellation as we may in our discretion determine, whether on the relevant exchange or market or by private contract or any other feasible method (including us taking it over or transferring it to an associate); and any balance resulting from such liquidation shall be promptly settled between us and you but without prejudicing the Firm's rights under this Agreement.
- The majority of our Transactions will be performed on a Trading Venue. However, where you are an Investment Firm and we enter into a Transaction outside the rules of a Trading Venue, the responsibility for Trade reporting the Transaction shall fall on the relevant party designated under MiFID II.
- Unless otherwise agreed in writing, where you are an Investment Firm, we will not report such Transactions on your behalf. In either case, the relevant Transaction information will be made public in accordance with MiFID II. If we are required to report the Transaction, we may rely upon third parties to undertake this task.
- Where we enter into Transactions on a Trading Venue the reporting obligations will be in accordance with the rules of the Trading Venue.
- We shall provide you with a statement of holdings on a quarterly basis if we hold any client funds or Financial Instruments.

In the event of a dealing error which results in a profit, any such profit will be retained by Dowgate.

### 11 Settlement of Transactions

11.1 All transactions will be due for settlement in accordance with market requirements and the relevant contract note or advice. You undertake to ensure that all securities and other documents of title and/or transfer forms that are required and or/any relevant cash balance are delivered, transferred or

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paid to our Custodian in reasonably sufficient time on or before the contractual settlement date to enable settlement of the transaction and that all cash and securities held by, or transferred to our custodian will be and remain free from any lien, charge or encumbrance and that all payments will be made without set-off, counterclaim or deduction.

- 11.2 You acknowledge that in settling transactions on your behalf we and our Custodian are acting as agent on your behalf and that we will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depository or transfer agent and delivery or payment will be at your entire risk.
- 11.3 You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that we 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, as your agent, we have been able to settle the transaction. We shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any cash received by us or our Custodian in discharge or reduction of any of your obligations to us.
- 11.4 Any transactions undertaken on your behalf on non-UK markets shall be subject to the rules of the relevant overseas exchange, clearing system or depository and any terms of the foreign agent or custodian employed by our Custodian, 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.

## 12. Conflict of Interests

- 12.1 When we provide services to you, we or an associate of ours may have a material interest or a conflict of interest in relation to the investment, transaction or service concerned. We have in place arrangements to manage conflicts of interest that arise between ourselves and our clients and between our different clients. Where we do not consider that the arrangements under our conflicts of interest policies are sufficient to manage a particular conflict, we reserve the right to decline to act for you.
- 12.2 Where a conflict of interest arises and identify that our actions to manage the conflict of interest is not sufficient to ensure, with reasonable confidence, that risks of damage to your interests will be prevented, we will disclose the nature and/or sources of the conflict before undertaking business for you. We may also decline to act where we believe there is no practicable way of treating you and our other clients fairly. If you object to us acting, once such a disclosure has been made, you should contact your usual contact at Dowgate in writing. Unless Dowgate is notified, it will be assumed that you do not object to our so acting
- 12.3 A copy of DC's conflicts policy is available on request from [compliance@dowgate.co.uk](mailto:compliance@dowgate.co.uk)

## 13. Contract Notes

- 13.1 We or our Custodian will provide to you following each transaction a contract note showing full details of the transaction including our remuneration, costs and charges. These will be provided either by email or post quarterly statements of account, which will show the transactions entered into by us together with income and other payments received from you or on your behalf during the relevant period. Upon request statements can be provided more frequently, but this will incur an additional charge.
- 13.2 It is your responsibility to check the accuracy of the information given in our contract notes and to notify us immediately if you believe anything to be inaccurate. In the absence of manifest error, such contract notes will be conclusive and binding on you unless immediately following receipt, you give us notice in writing of any objections.

## 14. ISAs and JISAs

- 14.1 Our Supplementary Terms for the operation of ISA and JISA accounts are set out in Appendix II.

## 15. Security and Default

- 15.1 You hereby grant to our Custodian a first fixed charge (with full title guarantee) and a general lien and right of set-off with respect to all cash, securities, or other assets of any description paid or delivered (or which are due to be paid or delivered) to your account in settlement of any transaction. You warrant that all such cash, securities or other assets are beneficially owned by you or are paid or delivered to your account with the beneficial owner's consent and free and clear of any charge, lien or encumbrance and that you will not charge, assign or otherwise dispose of or create any interest in such cash, securities or other assets other than in accordance with these Terms without our prior consent.
- 15.2 You agree to take such action as our Custodian may require to perfect or enforce any security interest referred to above and you hereby irrevocably appoint our Custodian as your attorney to take any such action on your behalf. You acknowledge and agree that if you fail to comply with any of your obligations under these terms, the security interests referred to above shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by these terms) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to these terms.
- 15.3 In the event that cash or securities are not received by our Custodian when due (as shown in the relevant contract note or advice) or in the event of you not taking all such steps as may be necessary to secure the due and prompt settlement of any such transaction (or if we reasonably consider that you have not performed or are unlikely to perform your obligations under these Terms), we may, inter alia, without further notice to you, enforce security and/or cancel, close out, terminate or reverse all or any contracts or transactions and sell, charge, pledge or otherwise dispose of any securities or other assets held in your account at whatever price and in whatever manner we, acting in good faith, see fit in our absolute discretion (without being responsible for any loss or diminution in price) and may enter into any other transaction or do or not do anything which would or could have the effect of reducing or eliminating our liability under any transaction, position or commitment undertaken for you.
- 15.4 For the avoidance of doubt, any asset held for you can be realised in order to discharge any obligation you have to us or our Custodian including any investments held in safekeeping and any investments held in the course of settlement.
- 15.5 We or our Custodian shall not be liable to you in respect of any choice made in selecting the investments to be sold. The proceeds of sale (net of costs) will be applied in or towards the discharge of your liabilities and we will account to you for any balance. In the event that such proceeds are insufficient to cover the whole of your liabilities, you will remain liable to us and our Custodian for the balance.

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15.6 In exercising any right or remedy pursuant to these terms, you authorise us or our Custodian to affect such currency conversions and enter into such foreign exchange transactions with, or on behalf of you, at such rates and in such manner as we may, in our absolute discretion, determine. You acknowledge and accept that in exercising any right or remedy pursuant to these terms we and our Custodian will be acting on our own behalf rather than executing your orders.

### 16. Data Protection and Disclosure of Information

16.1 For the purpose of the Data Protection Act 1998 (the "DPA") and the General Data Protection Regulations 2018 (the "GDPR") (and related Applicable Regulations), we are a 'data controller' which has consequences for how we may use, store or otherwise process any personal data provided by you, your employees, agents or representatives.

16.2 To provide Services under this Agreement it is likely that we will need to gather information from you ("Data Subjects") including, but not limited to, names, contact details, bank account details, and tax identification number ("Personal Data"). You agree that such Personal Data may be processed by us or an Associate for the purpose of this Agreement, providing services to you, recovering a debt, preventing fraud or money laundering, for disclosure to a governmental authority, stock exchanges and clearing houses, to persons who provide us with services in connection with anti-fraud controls, to our agents and contractors for the purposes of providing Services, or marketing similar financial services and products provided by us or third parties to you or in accordance with your specific instructions (the "Permitted Purposes").

16.3 If you do not want personal data to be used for marketing purposes, you can make the notification to [compliance@dowgate.co.uk](mailto:compliance@dowgate.co.uk).

16.4 We rely on the following legal bases for processing as defined in the DPA and GDPR to use Personal Data for the Permitted Purposes described above:

16.5 (a) that we have received consent from you and any other Data Subjects to such processing; and/or

16.6 (b) that the processing is necessary for compliance with our legal obligations;

16.7 (c) that the processing is necessary for us to provide our Service under this Agreement; and/or

15.8 (d) that the processing is necessary for the legitimate interests of us and any third-party recipients that may receive Personal Data (as identified in Clause 23.5 below). These legitimate interests are those activities relating to the provision of the services for the Permitted Purposes.

16.9 We may, for any Permitted Purpose, transfer or disclose personal data to any Associate of ours anywhere in the world, to any person acting on our behalf, to any person to whom we are permitted to delegate any of our functions under this Agreement (other than to the extent that you have indicated that you do not want your personal data to be used for marketing purposes), to any regulators and governmental agencies, in any jurisdiction, where we are required to do so by Applicable Regulations, there is a public duty or legitimate interest for us to make such disclose. You also agree that the Permitted Purposes may be amended to include other uses or disclosures of Personal Data by notice to you. You may request us to make available to you a copy of your Personal Data.

16.10 Where any of our Associates are based outside the EU, including in countries which may not have the benefit of equivalent data protection legislation. In such instances we will only transfer personal data subject to appropriate safeguards, copies of which may be requested from [compliance@dowgate.co.uk](mailto:compliance@dowgate.co.uk)

16.11 By entering into the Agreement you confirm that:

(a) where you are an individual, you consent to the processing of your Personal Data as for the Permitted Purposes described above;

(b) where you are an individual, providing us with Personal Data concerning other Data Subjects, or a corporate providing us with the Personal Data of your employees, agents and representatives, you have obtained their explicit consent to our using their Personal Data for the Permitted Purposes described, and can demonstrate this to us if requested; and

(c) you agree that our processing for the Permitted Purposes is warranted as it is necessary for our legitimate interests, and that this does not prejudice your rights or those of the other data subjects involved.

16.12 Any Data Subject in respect of whom we hold Personal Data can:

- obtain a copy of their information free of charge by writing to the Compliance Officer at 15 Fetter Lane, London, EC4A 1BW or requesting by e-mail at [compliance@dowgate.co.uk](mailto:compliance@dowgate.co.uk). We can provide this information in a machine-readable format or transfer this data directly to another data controller where requested. We reserve the right to charge a reasonable administration fee for additional copies or manifestly unfounded or excessive requests for this information, and to require appropriate proof of identity;
- raise complaints in relation to our processing of this Personal Data with the Information Commissioners' Office;
- withdraw the consents to processing provided pursuant to this Agreement, although the exercise of this right will not affect any data processed prior to this withdrawal and may mean we will not be able to provide services to you
- object to the processing of Personal Data on the legal basis of legitimate interests (as described in Clause 23.5(c) above), and request that we demonstrate our compelling legitimate grounds in order to continue such processing;
- request the erasure of their Personal Data in the following circumstances:
  - the personal data is no longer required for the Permitted Purposes for which they were collected or processed;
  - the Personal Data should be erased to comply with our legislative obligations to do so;
  - the Personal Data has been otherwise unlawfully processed; and
  - the data subject has objected to the processing of their personal data in accordance with the Agreement, and we are unable to demonstrate that we have compelling legitimate grounds to continue such processing;

## Terms of Business

- request that we rectify inaccuracies in the personal data; and
- request that we restrict any processing of their Personal Data only to holding of the data while any disputes with us about the data accuracy or legitimacy of processing have been resolved, or for assistance with establishing, exercising or defending legal claims (where we would otherwise no longer need to retain such data for the Permitted Purposes described above).

16.13 Subject to clause 17.12, we will not keep your Personal Data for longer than is necessary for the Permitted Purposes in order to provide Services.

### 17. Liability and Indemnity

17.1 Neither we or our Custodian, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by us of these services, save that nothing in these terms shall exclude or restrict any liability resulting from the negligence, fraud or wilful default or any contravention by us of the FCA Rules. We or our Custodian shall not, in any event, be liable for any indirect or consequential loss (including any loss of profit), or for any losses that arise from any damage to your business or reputation.

17.2 You undertake to indemnify us and our Custodian and each of its directors, employees and agents ("Indemnified Persons") on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than our corporation tax) which are caused by:

- i) the provision by us or our Custodian of its services to you;
- ii) any material breach by you of any of these Terms;
- iii) any default or failure by you in performing your obligations to make delivery or payment when due; or
- iv) any securities delivered to us or our Custodian by or on your behalf or in relation to any instrument of transfer in relation to such securities (including any electronic instruction) purporting to transfer such securities. We or our Custodian shall not be entitled to be indemnified against the consequences to us of our own negligence or wilful default or any contravention by us of any provision of FCA rules.

17.3 We or our Custodian shall have no liability for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond our reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of our obligations shall be suspended pending resolution of the event or state of affairs in question.

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

### 18. Complaints & Compensation

18.1 Any complaints about the services provided to you should be sent in the first instance to: The Compliance Officer, Dowgate Capital Limited, 15 Fetter Lane, London, EC4A 1BW.

18.2 We will endeavour to resolve your complaint as quickly as possible, but in any event, we will acknowledge receipt of your letter within five business days. The acknowledgement will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which will set out the nature of the resolution and any applicable remedy. If for any reason you are dissatisfied with our final response you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR ([www.financial-ombudsman.gov.uk](http://www.financial-ombudsman.gov.uk)). A leaflet detailing the procedure will be provided with our acknowledgement letter.

18.3 DC and our Custodian are covered by the Financial Services Compensation Scheme ("FSCS"). Compensation may be available from the FSCS if we and / or our Custodian cannot meet our obligations to you. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY ([www.fscs.org.uk](http://www.fscs.org.uk)).

### 19. Notices

19.1 Any notice or other communication (including contract notes and share certificates) to be given to you by us or our Custodian in relation to this Agreement ("notice") shall be in writing and sent, in the case of postal communication, to the address stated on your Application Form or such address as you may subsequently specify by notice in writing to us. Any notice shall be deemed to have been received by you, 2 days after we post it to you, immediately upon sending if it is sent to you by fax or if sent by email, when it is received by your internet service provider.

19.2 You agree to notify us of any change to your address as soon as practicable.

19.3 All notices given by you to us under this Agreement must be in writing and delivered or sent by post to our registered office or such other address as we may specify and we may act and rely on any instruction that appears to be signed by you.

### 20. Delegation and Assignment

20.1 We may delegate any function that we are required to provide under this Agreement to a third party, including our associates. Any such delegation will not affect our liability to you or our obligation to provide any services under this Agreement.

20.2 We will not be required to provide you with any notice of any arrangements that we may make to delegate any function.

20.3 We may assign any part of our rights or obligations under this Agreement to any of our associates without your consent. However, should we do so, we will provide you with written notice of any assignment. You agree that you will enter into any documentation that we may require you to enter into in order to facilitate such an assignment.

20.4 You may not assign or transfer any rights or obligations under the Agreement without our prior consent.

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### 21. Entire Agreement

21.1 This Agreement sets out all of the terms and conditions relating to the provision by us of these services to you. We may amend this agreement from time to time, we will notify you in writing where there is a material change. This document is also available on our website at <https://dowgatecapital.co.uk/dowgate-terms-of-business/>. Any changes will become effective on the date of the agreement. Any changes to this agreement proposed by you will only become effective once they have been agreed in writing by us.

### 22. Contracts (Rights of Third Parties) Act 1999

22.1 You agree that our associated companies may enforce this Agreement against you as if they were a party to this Agreement. Otherwise, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

### 23. Governing Law and Jurisdiction

23.1 The Agreement is subject to English Law and you agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute regarding the Agreement.

### 24. General

24.1 No third party shall be entitled to enforce these terms in any circumstances.

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

### 25. Termination

25.1 We reserve the right to terminate this Agreement for whatever reason by notice in writing to you. If we do so we shall not enter into any new transactions on your behalf. We also reserve the right to terminate this Agreement without notice to you if no transactions have been executed on your account for a period of no less than one year.

25.2 You may terminate this Agreement at any time and you may cancel the Agreement within 14 days of it coming into effect by giving written notice to us.

25.3 This Agreement will only be terminated or cancelled following satisfactory settlement of any open positions and all amounts owing to us have been paid. Termination will be without prejudice to the completion of any transactions already initiated.

25.4 Upon termination or cancellation, unless we agree otherwise, any money owing to you will be sent by cheque to your correspondence address and securities held on your behalf will be re-registered in your own name and title documents issued to you. You agree that you remain responsible for ensuring that any fees or costs associated with termination may be deducted from your account or paid to us before this Agreement is terminated.

# Terms of Business

## APPENDIX I RISKS

Investing in stocks and shares always carries elements of risk. Retail clients are provided greater protections under FCA rules than other clients and you should be aware of your rights of access to the Financial Ombudsman Service and other benefits. Investments put your capital at risk and value of your investments can go down as well as up. You may not get back the amount invested and Past performance is not necessarily a guide to future performance.

The risks set out below are for information purposes and not considered an exhaustive list, but provided as a guide

### 1. Non-Readily Realisable Investments

- 1.1 We may enter into transactions on your behalf in non- readily realisable investments. You may have difficulty selling this type of investment at a reasonable price, and, in some circumstances, it may be difficult to sell it at any price or to obtain reliable information about its value. Do not invest in these types of investments unless you have carefully thought about whether you can afford it and whether it is right for you.
- 1.2 When recommending to you a transaction in non- readily realisable investments, we will disclose to you any position which we or any of our associated companies knowingly holds in such investments or in related investments. Please inform us if you do not wish us to recommend to you or undertake for you transactions in such shares.

### 2. Small-Cap Shares

- 2.1 There is an additional risk of losing money when shares are bought in some smaller companies including penny shares. Usually, there is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up. Please inform us if you do not wish us to recommend to you or undertake for you transactions in penny shares.

### 3. Investment Trusts

- 3.1 Investment trusts are companies which are listed on stock exchanges and whose main business activity is investing in other companies. Most investment trusts can, and some do, borrow money to make investments. This can increase the volatility of the price of the shares of the investment trust itself, and can increase the risk of investing in such shares. The strategy which the issuer of the securities uses or proposes to use may result in:
  - i) movements in the price of the securities being more volatile than the movements in the price of the underlying investments;
  - ii) the investment being subject to sudden and large falls in value; and
  - iii) the customer getting back nothing at all if there is a sufficiently large fall in the value of the underlying investment.
- 3.2 Please inform us if you do not wish us to recommend to you or undertake transactions for you in investment trusts or investment companies.

### 4. Warrants

- 4.1 A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities at a predetermined price. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be volatile.
- 4.2 It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.
- 4.3 You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.
- 4.4 Some other instruments are also called warrants but are actually options (for example, a right to acquire securities which is exercisable against someone other than the original issuer of the securities, often called a 'covered warrant').
- 4.5 Please inform us if you do not wish us to recommend to you or undertake transactions for you in warrants or covered warrants.
  - 1.

### 5. Stabilisation

- 5.1 We may, from time to time, recommend transactions in securities to you, or carry out such transactions on your behalf, where the price may have been influenced by measures taken to stabilise it.

You should read carefully the explanation below relating to stabilisation. This is designed to help you judge whether you wish to invest at all in such securities.
- 5.3 What is Stabilisation? Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found.
- 5.4 Stabilisation is carried out by a "stabilisation manager" (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules, they are entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.
- 5.5 The stabilisation rules:
  - i) limit the period when a stabilising manager may stabilise a new issue;
  - ii) fix the price at which he may stabilise (in case of shares and warrants but not bonds); and
  - iii) require him to disclose that he may be stabilising but not that he is actually doing so.
- 5.6 The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.

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5.7 Please inform us if you do not wish us to recommend to you or undertake transactions for you in securities subject to stabilisation.

### 6. Foreign Markets

6.1 Foreign markets will involve different risks from the UK markets. In some cases, the risks will be greater. On request, we will provide an explanation of the relevant risks and protections (if any) which operate in any foreign markets. We do not accept liability for any default of a foreign firm through whom we deal. The potential for profit or loss from transactions on foreign currency markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

### 7. Suspensions of Trading

7.1 Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of a rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

# Terms of Business

## APPENDIX II

### GPP Custody Disclosures.

#### INTRODUCTION

The numbered paragraphs in this Schedule set out, amongst other things, various disclosures and requests for consent that must be obtained by the Client in respect of the Customers for GPP's benefit. Further to the obligations reflected in the body of this Agreement, the Client is under an obligation to ensure that the Customers receive a copy of this Schedule 4 and on an ongoing basis consent to the matters set out below.

#### INTERPRETATION

This Schedule is drafted from the narrative perspective of the Client addressing the relevant Customer. References in this Schedule 4 to "we", "our" and similar terms should be taken to mean to the discretionary fund manager identified in the recitals as the Client. References to "you", "your" and similar terms should be taken to mean the underlying client of the discretionary fund manager defined as the "Customer" in the body of this Agreement. Other capitalised terms are defined below in the context in which they appear.

#### 1. RELATIONSHIP WITH GPP

1.1 We have entered into an agreement with Global Prime Partners Ltd., ("GPP"), on behalf of ourselves and each of our clients whereby GPP has agreed to provide safe custody services to our clients, including you ("GPP Agreement").

1.2 The GPP Agreement binds us as well as you. When you become our client by signing our application form or similar document, you will also accept and be bound by the terms of the GPP Agreement. It is important for you to understand that this means you will be both our client and also a client of GPP.

1.3 GPP, with company number 06962351, has its registered office at 101 Wigmore Street, London, W1U 1QU. GPP is authorised and regulated by the Financial Conduct Authority ("FCA") whose address is 12 Endeavour Square, London E20 1JN.

1.4 In consideration of GPP making their services available to you, you agree that:

1. we are authorised to enter into the GPP Agreement on your behalf as your agent;
2. you are bound by the terms of the GPP Agreement and acknowledge that the GPP Agreement constitutes a contract between you and us and also between you and GPP;
3. we are authorised to give instructions to GPP on your behalf (as provided for in our terms of business with you and the GPP Agreement) and to provide information concerning you to GPP, and GPP shall be entitled to rely on any such instructions or information without further enquiry;
4. GPP is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to GPP.

1.5 GPP will not provide you with investment advice nor will it give you advice or offer any opinion regarding the suitability or appropriateness (as relevant) of any transaction or order and will rely solely on information provided to it by us in respect of all such matters. Similarly, we are not responsible for GPP's actions, omissions or any obligation they may owe you under the FCA rules or the regulatory system.

#### 2. COMMUNICATION AND INSTRUCTIONS

2.1 GPP 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 by you to GPP, including such further mandate and/or indemnities as GPP may require from time to time. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the

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processing of any instructions, GPP shall be entitled to rely upon and act in accordance with any instruction which GPP believes in good faith to have been given by us and our agents on your behalf. GPP 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. GPP will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside GPP's reasonable control.

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

2.3 You should direct all enquiries regarding your account to us and not to GPP.

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

### 3. CUSTODY

3.1 In this clause: (i) FCA Custody Rules shall mean those rules made by the FCA in relation to the custody of assets including those contained in CASS 6 of the FCA Handbook; (ii) Custody Assets shall mean those investments held by GPP in custody for you pursuant to the terms of the GPP Agreement.

3.2 **IMPORTANT:** Where GPP hold registerable Custody Assets for you, normally such investments will be held in your name, in the name of an eligible nominee (specifically Global Prime Partners Nominees Ltd) or in an account designated with your name held by a third party. Where such Custody Assets are subject to the law or market practice outside of the United Kingdom, in certain circumstances permitted by the FCA Custody Rules, GPP may register the Custody Assets in the name of the relevant custodian or sub-custodian or in GPP's name. In circumstances where the Custody Assets are held in GPP's name such investments may not be segregated from GPP's assets and, in the event of a default by GPP, may not be as well protected from claims of GPP's creditors in comparison to if your investments had been segregated from GPP's assets as the relevant assets will be comparatively less identifiable as belonging to you. Similarly, where the Custody Assets are held in the custodian or sub-custodian's name, the title to those assets may not be as well protected as if the assets had been held in your name.

3.3 **IMPORTANT:** GPP may pool your Custody Assets with those belonging to other clients and where GPP do this your individual entitlements may not be identifiable by separate certificates, documents of title, entries on the issuers register or any other equivalent electronic records. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering your Custody Assets, you may not receive your full entitlement and you may share in any shortfall on a pro rata basis with other clients.

3.4 GPP will be responsible for receiving and claiming dividends and interest payments to be credited to you. GPP 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 GPP and/or the payee in accordance with applicable legal or regulatory requirements. GPP 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 GPP may incur in receiving and claiming dividends, interest payments and commission. GPP, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.

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3.5 GPP shall not be responsible for informing us or you 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 far as reasonably practicable. GPP will take up or participate in such events as instructed by us provided that such instructions are received within such time as GPP 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, GPP 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.

3.6 GPP may appoint agents, nominees and custodians (whether in the United Kingdom or overseas), to hold Custody Assets. GPP may also appoint sub-custodians (including sub custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as GPP considers appropriate.

3.7 GPP will exercise due skill, care and diligence 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 Custody Rules. GPP will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, GPP 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.

3.8 GPP may deposit your investments with a third party in a country that does not regulate the holding and safekeeping of financial instruments for the account of another person as permitted by the FCA Custody Rules. To the extent you are a professional client within the meaning of the relevant FCA rules that relate to client classification, you hereby request and instruct GPP to deposit your Custody Assets, where relevant, with sub-custodians located in various jurisdictions that do not regulate the holding and safekeeping of your Custody Assets. You acknowledge that the laws of those jurisdictions do not regulate the holding and safekeeping of your Custody Assets and that legal and regulatory requirements and practices for the separate identification of investments are different from those applying in the United Kingdom. In the event of the insolvency or any other analogous proceedings of a third party holding your custody assets, GPP may only have an unsecured claim against that third party on your behalf and you will be exposed to the risk that the assets received by GPP from the third party are insufficient to satisfy your claim and the claims of all other relevant clients.

3.9 Where we arrange for your Custody Assets to be held outside the United Kingdom there may be different settlement, legal and regulatory requirements and different practices for the separate identification of investments from those applying in the United Kingdom. In the event of the insolvency or any other analogous proceedings of a third party holding your custody assets, GPP may only have an unsecured claim against that third party on your behalf and you will be exposed to the risk that the assets received by GPP from the third party are insufficient to satisfy your claim and the claims of all other relevant clients. GPP shall accept no liability to you for the acts, failures to act or the insolvency of any custodian or sub-custodian.

3.10 Through us, GPP will provide you with a statement of client assets if and when required by the FCA Custody Rules.

3.11 Your investments are subject to the security interests set out in clause 5 below in favour of GPP.

3.12 GPP is entitled to grant a security interest or lien over, or right of set-off enabling a third party to dispose of your Custody Assets in order to recover debts that relate to you or the business you conduct. GPP will only grant a security interest or lien over, or right of set-off enabling a third party to dispose of your Custody Assets in order to recover debts that do not relate to you or the business GPP transacts with you or on your behalf where GPP are required to by applicable law or regulation (in summary, where such an interest is required to be granted by the applicable law of a country outside of the United Kingdom). You agree to a third party having such a security interest, lien or right of set-off over

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your Custody Assets in such circumstances. For the avoidance of doubt, this includes a security interest, lien or right of set-off to facilitate the clearing or settlement of transactions. In addition, if such party becomes insolvent, GPP may only have an unsecured claim against the third party on your behalf and you will be exposed to the risk that the assets received by GPP from the third party are insufficient to satisfy your claim and the claims of all other relevant clients.

3.13 Where, through the application of rounding, aggregation or similar exercises or processes, a fractional entitlement to one or more securities arises, you consent to GPP applying such a fraction for its own account. In doing so, you agree that GPP discharges any fiduciary obligation owed to you in relation to such fractions.

### 4. CLIENT MONEY

4.1 In this clause FCA Client Money Rules shall mean those rules made by the FCA in relation to client money, including those contained in CASS 7 of the FCA Handbook.

4.2 Any identifiable money (in any currency) received by GPP for your account will be received and held by GPP in accordance with the FCA Client Money Rules ("Client Money"). Your Client Money will (unless we instruct GPP to pay such money into an individual client account) be pooled with Client Money belonging to our other Clients and will be held in an omnibus Client Money account with an approved bank, appointed by GPP in accordance with the FCA Rules.

4.3 In the event of an irreconcilable shortfall in a Client Money account following the default of a bank or any third party holding Client Money (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 with other affected Clients.

4.4 GPP may, from time to time, hold Client Money in a bank account with a bank outside the United Kingdom. In such cases, there may be different settlement, legal and regulatory requirements and different practices for the separate identification of investments from those applying in the United Kingdom. In the event of the insolvency or any other analogous proceedings of a third party holding your Client Money GPP may only have an unsecured claim against that third party on your behalf and you will be exposed to the risk that the money received by GPP from the third party is insufficient to satisfy your claim and the claims of all other relevant clients. GPP shall accept no liability to you for the acts, failures to act or the insolvency of any bank.

4.5 GPP will not pay interest on Client Money. However, GPP may, at its discretion, give us a notice at some point in the future stating that it will pay interest on Client Money and on what terms.

4.6 You agree that GPP will cease to treat as Client Money any unclaimed balances after a period of six years and GPP has otherwise taken reasonable steps to trace you and return any balance to you and pay the sums to charity. GPP will nevertheless make good any subsequent valid claim against such balances in accordance with the FCA Client Money Rules.

4.7 GPP may also appoint third parties (whether in the United Kingdom or overseas), to hold Client Money. GPP will exercise reasonable care in the selection of those third parties in accordance with the FCA Client Money Rules. GPP will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, GPP shall not be responsible for the default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system.

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4.8 Through us, GPP will provide you with a statement of Client Money if and when required by the FCA Client Money Rules.

4.9 Your Client Money is subject to the security interests set out in clause 5 below in favour of GPP.

4.10 You understand and agree that where Client Money is deposited into an account with a third party, such third party may have a security interest or lien over, or right of set-off in relation to such money to the extent GPP is permitted to grant such rights by the FCA Client Money Rules. For the avoidance of doubt, this includes a security interest, lien or right of set-off to facilitate the clearing or settlement of transactions. In addition, if such party becomes insolvent, GPP may only have an unsecured claim against the third party on your behalf and you will be exposed to the risk that the money received by GPP from the third party is insufficient to satisfy your claim and the claims of all other relevant clients.

### 5. SECURITY

5.1 As continuing security for the performance of your obligations pursuant to the terms of the GPP Agreement including, without limit, the payment of all sums due to GPP from you, you agree to grant and grant GPP:

5.1.1 a first fixed legal charge over all investments held for your account from time to time in respect of which title has been transferred to GPP its agents, nominees and custodians;

5.1.2 a first fixed equitable charge over all certificates or documents of title relating to investments held from time to time for your account by or to the order of GPP;

5.1.3 a first fixed charge over your rights in respect of any investments which are held by GPP (or to its order) for your account;

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

5.2 GPP shall have, to the greatest extent permitted by law and the FCA Rules, all of the rights of a secured party with respect to any money or other assets charged to it and you confirm that you will, at the request of GPP, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints GPP as their attorney to take any such action on their behalf.

5.3 You represent and warrant to GPP that you are the sole and beneficial owner of all money, investments or other assets of any nature transferred to or held by GPP their nominees and custodians or the same are transferred to or held by GPP their nominees and custodians with the legal and beneficial owner's unconditional consent and, in any event, are and will be transferred to or held by GPP their nominees and custodians free and clear of any lien, charge or other encumbrance and that you will not charge, assign or otherwise dispose of or create any interest therein.

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

## Terms of Business

5.5 Provided GPP has acted reasonably, GPP shall have no liability to you for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you in consequence of any exercise by GPP of any right or remedy under this Clause 5 and any purchase, sale, or other transaction or action that may be undertaken by GPP shall be at such price and on such terms as GPP shall, in its absolute discretion, determine.

5.6 In exercising any right or remedy pursuant to this Clause 5, GPP is authorised to combine accounts, effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of, you, at such rates and in such manner as GPP may, in its absolute discretion, determine.

5.7 No third party shall be required to enquire as to the validity of the exercise by GPP of its powers under this Clause 5.

## 6. LIABILITY

6.1 Neither GPP, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by GPP of its services, save that nothing in the terms set out in this Schedule exclude or restrict any liability of GPP resulting from:

1. death or personal injury;
2. breach of any obligation owed to you under the regulatory system; or
3. the negligence, fraud or wilful default of GPP.

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

## 7. CONFLICTS OF INTEREST

7.1 GPP or its associates may provide services or enter into bargains in relation to which GPP, 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. GPP or any of its associates may, for example:

1. be the Client to a transaction that is executed by GPP (whether or not involving a mark-up or a mark-down by GPP or its associates);
2. be the financial adviser to the issuer of the investment to which any instructions relate;
3. have a (long or a short) position in the investments to which any instructions relate; or
4. be connected to the issuer of the investment to which any instructions relate.

7.2 GPP may receive remuneration from fund managers in connection with GPP providing services to them. These payments are calculated by reference to the value of assets that GPP holds in custody for its Customers.

7.3 GPP has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to manage conflicts of interest fairly. Through us, you may ask GPP for further information in relation to such policies.

## Terms of Business

7.4 You acknowledge that neither GPP 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.

### 8. COMPLAINTS

8.1 In the event of any complaint regarding GPP's services you should contact the Head of Compliance (compliance@gpp.group) of GPP.

8.2 The Head of Compliance 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 Head of Compliance will write to the complainant detailing the results of the investigation and offering, where appropriate, redress.

8.3 GPP will consider a complaint to be closed in any of the following circumstances:

(a) If at any time a complainant has accepted in writing an offer of redress or has written to GPP confirming that he/she is satisfied with GPP's response to the complaint (or simply confirms in writing that he/she wishes to withdraw the complaint). The Head of Compliance will write to the complainant acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or

(b) If the complainant has 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.

8.4 If you are an eligible complainant (as defined in the FCA Rules) you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is a free and independent statutory dispute-resolution scheme for financial services. Details of who are eligible complainants can be obtained from the Financial Ombudsman Service. The Financial Ombudsman Service's website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and they can be contacted at:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: 0800 0234 567 or 0300 1239 123

### 9. INVESTOR COMPENSATION

9.1 GPP is covered by the UK Financial Services Compensation Scheme ("FSCS"). Depending on the type of business and your circumstances, compensation, may be available from that scheme if GPP cannot meet its obligations to you. Eligibility also depends upon the type of business and the circumstances of the claim. Claims made to the FSCS are subject to maximum limits on compensation. The claim limit for investment business is £85,000 per person, per authorised firm.

9.2 Further information about the FSCS, including who may be eligible to make a claim should the need arise, is available on the FSCS website (see [www.fscs.org.uk](http://www.fscs.org.uk)).

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### 10. OTHER MATTERS

10.1 GPP will categorise you as the same client categorisation as we have adopted and such categorisation will apply to the business that GPP conducts with you.

10.2 We will provide you with any relevant costs disclosure from GPP.

10.3 In the course of providing services to you, GPP may pay or receive or share fees, commissions or other non-monetary benefits with or from any other person to the extent permitted by the FCA Rules. Through us, GPP will separately notify you of the details of any such arrangements if required by the FCA rules.

10.4 GPP may be required under the FCA Rules to provide you with certain information in a "durable medium" and may wish to do so in a durable medium other than paper. You give your express consent to GPP to provide this information to you by means of a durable medium that is not paper including via a client portal accessible through a secure login or email that is personally addressed to you.

10.5 You also give your express consent to GPP to provide information which is required by the FCA rules that is not personally addressed to you by means of a website. You specifically consent to GPP providing this information on our website: <https://www.gpp.group/>.

10.6 You give your express consent to GPP to act on our instructions in relation to payments that concern your money or assets (including, without limitation, the payment of fees to us).

### 11. AMENDMENT

11.1 You agree that GPP has, subject to applicable law, the right under the GPP Agreement to alter these terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice. We are unable to influence any such amendments.

### 12. GENERAL

12.1 GPP's obligations to you shall be limited to those set out in this Schedule and GPP shall, in particular, not owe any wider duties of a fiduciary nature to you.

12.2 No third party shall be entitled to enforce the terms set out in this Schedule in any circumstances.

12.3 Any failure by GPP (whether continued or not) to insist upon strict compliance with any of the terms set out this Schedule shall not constitute nor be deemed to constitute a waiver by GPP of any of its rights or remedies.

12.4 The terms set out in this Schedule shall be governed by English law and you hereby irrevocably submit for the benefit of GPP to the non-exclusive jurisdiction of the courts of England.