

2023

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# KW INVESTMENT MANAGEMENT LTD

TERMS OF BUSINESS

These Terms of Business set out the terms under which KW Investment Management Limited ('the firm' or 'we') provides investment management, advisory and execution only services to its clients ('you') and should be read and signed in conjunction with the accompanying Investment Management Agreement or the relevant Discretionary Application ('Investment Management Agreement'). It is based on UK law, and we will always communicate in English. If you would like us to provide this document in large print or on audio tape, please let us know. We are required by the Rules of the Financial Conduct Authority ('FCA') to provide these Terms of Business to you, and you should read them carefully. We should be pleased to provide any explanations on request.

If you have any specific requirements concerning our ongoing service to you, please discuss these with us.

## 1. CLIENT CATEGORISATION

We intend to classify you as a Retail Client. This status comes with the highest level of protection. You have the right to request a different classification as either a professional client or eligible counterparty; however, this means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the FCA. In addition, we will not have to adhere to all the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

## 2. OUR SERVICE

The purpose of these Terms is to set out the basis upon which we agree to manage, on a discretionary or an advisory basis, the portfolio of investments (including cash) you wish us to manage. These Terms also set out the basis upon which we will provide you with execution-only services in respect of your portfolio. We will not carry out clearing, settlement or custody services for you but will appoint a third party (the "Custodian") on your behalf to provide these services in respect of your portfolio.

We have entered into an agreement with the Custodian, as your agent, for the Custodian to provide clearing, settlement, custody, and associated services to you. You therefore have a direct relationship with the Custodian in relation to the custody of your investments, which is governed by the terms and conditions provided to you at Appendix B to this agreement. It is important that you read the separate terms and conditions at Appendix B as they are legally binding on you and create direct contractual rights and obligations between the Custodian and you.

You agree that we have the right to arrange for your investments and money to be transferred to and held by an alternative Custodian that we may appoint. We will act in good faith in the selection of any such alternative Custodian and satisfy ourselves that it is competent to carry out its functions and responsibilities.

We will give you at least thirty (30) days' notice of any change in the Custodian and the custody terms and conditions that will apply unless the change is made to reflect a change of applicable law or regulation or is in your favour in which case it may take effect immediately or otherwise as we may specify.

We advise on investments generally. We are not tied to any products or providers. When advising on investments or managing investments we consider the whole of the investment market available to retail investors. Where we deal with a retail investment product we will do so on a "restricted" basis. A retail investment product is broadly defined in the FCA Rules as being a collective investment scheme, investment trust, life policy with an investment component, certain types of pension product, unregulated collective investment schemes (including those that are exchange traded) and structured capital-at-risk products.

We will use all reasonable endeavours to provide discretionary, advisory and/or execution-only services as agreed between us at the outset and during your relationship with us, with due skill, care, and diligence. Investments that we may consider in managing a portfolio are covered below along with the risks associated with some of these investments. Our responsibilities to you in respect of your investments will be limited to the management of your portfolio as covered by this agreement. We will not offer any broader financial planning and/ or tax planning services e.g., capital gains tax and inheritance tax considerations and accept no responsibility for your broader financial / tax planning arrangements or requirements. It is recommended that you speak to your normal financial advisor in relation to these areas – we work alongside another KW Group entity – KW Wealth Planning who can assist you with your financial planning and/or pension requirements.

All investment carries some degree of risk, and it is important that you understand the risks to which your investments may be exposed. Please be aware that investments can fall as well as rise and you may not get back the full amount invested. The price of investments may depend on fluctuations in the financial markets, or other economic factors which are outside our control. You should also be aware that past performance is not necessarily a guide to future performance.

### **Please contact us if you have any concerns about this information.**

You should let us know of any restrictions you want to place with regards to investments that may be used. While we will endeavour to take into consideration any investment restrictions that you stipulate, you should be aware that we may not be able to comply when purchasing a collective investment given the way in which the underlying investments change and of which we may be unaware daily.

Before signing the Investment Management Agreement, you should read all the documents carefully including these Terms of Business. If there is any aspect which you do not understand or agree you should raise the matter with your Investment Manager.

## GENERAL INVESTMENTS

- Shares in British and foreign companies (including unlisted or unquoted shares), debenture stock, monies, currencies and loan commercial paper or other debt instruments including government, public agency, municipal and other securities denominated in any currency, Treasury Bills, and other money market instruments (referred to collectively as 'core investments').
- Warrants to subscribe for relevant core investments.
- Depository receipts or other types of instruments relating to core investments and warrants.
- Unit trusts, open ended investment companies, mutual funds, and other collective investment schemes in the UK and elsewhere, including non- mainstream pooled investments (NMPI) which include unregulated collective investment schemes.
- Exchange Traded Products (ETPs).
- Individual hedge funds and funds of hedge funds.
- Venture capital and private equity schemes denominated in any currency.
- Precious metals, commodities, bullion, and gold coin.
- All other securities/investments of any type.

## STRUCTURED PRODUCTS

- Where we think appropriate, we may invest in structured products, including structured capital at risk products.
- Structured products cover a variety of investment structures but in broad terms (without limiting our discretion in any way) a structured product is an investment which packages two (or more) products into one offering and derives its value based on the return or partial return of one or both products.

## RISKS APPLICABLE TO CERTAIN INVESTMENTS

### EQUITIES

With regard to investment in equities you should bear in mind the following specific risks:

- Equity markets may fall in value.
- Dividend growth is not guaranteed, nor are investee companies obliged to pay a dividend.
- Companies may go bankrupt rendering the original equity investment valueless.
- Individual equity prices can go down as well as up.
- Corporate earnings and financial markets can be volatile.
- Where investments in overseas companies are concerned, foreign exchange rates may move in an unfavourable direction adversely affecting the valuation of investments in currency terms.

## MONEY MARKET AND RELATED INVESTMENTS

With regard to investments in cash and cash instruments, UK government bonds, sterling and foreign currency denominated corporate issues and interest-paying instruments such as convertible securities you should bear in mind the following specific risks:

- The risk of default.
- Capital erosion in real terms over time because of inflation.
- The value of fixed income securities may fall as well as rise due to market movements.
- Where investments in foreign currency denominated instruments are concerned, foreign exchange rates may move in an unfavourable direction.

### WARRANTS

Warrants will not be purchased by us as investments but may be allotted as a right or entitlement in respect of investments held in your portfolio. 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. 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.

### COLLECTIVE INVESTMENT SCHEMES

Investments in collective investment schemes are made with a view to increasing the range of investments available to you thereby enhancing the scope for investment returns whilst at the same time providing diversity to reduce risk. We select collective investment schemes on the back of detailed research to ensure suitability for your profile and quality of underlying managers. The performance of collective investment schemes invested in is subject to periodic review.

### NON-MAINSTREAM POOLED INVESTMENTS (INCLUDING UNREGULATED COLLECTIVE INVESTMENT SCHEMES)

Certain non-mainstream pooled investments (NMPI) including unregulated collective investment schemes (UCIS) that we invest in are unregulated e.g., not subject to authorisation by the FCA and their constitution and operating characteristics are not subject to independent scrutiny by a regulator. Typically, they tend to be higher risk. Our due diligence procedures are aimed at ensuring that NMPI schemes we invest in meet high standards in their constitutional and operating characteristics and indeed management. However, you should be aware that if a particular NMPI scheme should fail, you may have no recourse to the Financial Services Compensation Scheme (FSCS) in relation to that scheme.

### HEDGE FUNDS

Hedge Funds differ from traditional collective investment schemes in their schemes in their ability to utilise an unrestricted number of and often speculative investment techniques, including short-selling, options, and derivatives, to enhance performance.

Common hedge fund structures involve a combination of entities, of varying legal form, located in a mixture of onshore major financial centers and offshore low tax and light touch regulatory regimes.

The optimal location and form of each entity within the structure is frequently determined according to factors such as tax efficiency, proximity to major markets and appropriate regulatory regime.

### INVESTMENT TRUSTS

The investment trusts we select may use a strategy known as gearing to potentially enhance the return of the trust. This is often a most effective strategy, but it is not without risk, and it is these risks that we wish to draw to your attention:

- Movements in the price of the securities may be more volatile than the movements in the price of underlying investments.
- The investment may be subject to sudden and large falls in value; and
- You may get nothing back at all if there is a sufficiently large fall in value in the investment.

### ILLIQUID INVESTMENTS

We may purchase securities in respect of which there is no recognised market. It may therefore be difficult to deal in any such investment or to obtain reliable information about its value or the extent of the risks to which it is exposed. The investment trusts we select may use a strategy known as gearing to potentially enhance the return of the trust. This is often a most effective strategy, but it is not without risk, and it is these risks that we wish to draw to your attention:

- Movements in the price of the securities may be more volatile than the movements in the price of underlying investments.
- The investment may be subject to sudden and large falls in value; and
- You may get nothing back at all if there is a sufficiently large fall in value in the investment.
- Possible losses arising from an unexpected application of law or regulation or arising because of the unenforceability of a contract.

### STRUCTURED PRODUCTS

These are usually share-based investments from banking, insurance or investment management firms and can offer attractive returns. A structured product is a bespoke investment vehicle that offers a combination of an element of capital protection with a degree of participation in the return from a volatile underlying asset. You should however bear in mind the following risks:

- The return of initial capital invested at the end of the investment period is not guaranteed and, therefore, you may get back less than what was originally invested.
- The amount of initial capital repaid may be geared, which means that a small percentage fall in the related index may result in a larger reduction in the amount repaid to you.
- The maximum benefit achievable is only available after a set period.
- Early redemption may result in redemption penalties and a poor return.
- The initial capital invested may be placed into high-risk investments, such as non-investment grade bonds.

- The rate of income or growth may depend on specified conditions being met.
- You should not allow us to enter such a transaction unless you are prepared to lose some, or all the money invested.

Please contact us if you have any doubts about the suitability of any investments within your own portfolio. We will be pleased to discuss your concerns and to provide further information about investments that we may select, upon request.

## 3. INVESTMENT MANAGEMENT SERVICES TO BE PROVIDED

We offer our clients a choice of the following investment management services:

1. Acting as a discretionary investment manager
2. Acting as an advisory investment manager

### DISCRETIONARY

Kingswood offers one option for investment management:

- PERSONAL PORTFOLIO SERVICE (PPS)

#### 3.1 PERSONAL PORTFOLIO SERVICE (PPS)

The Personal Portfolio Service is recommended for portfolios where active ongoing management is desired; capital gains tax needs to be managed and where a higher level of personal service is required from our investment team.

Please refer to our Services and Fee Guide for more details.

#### 3.2 TREASURED ASSETS

We will only manage investments in discretionary portfolios that are covered by the Kingswood research team and where the investments meet our selection criteria on their own merits.

Where you hold legacy or cherished investments (for example because of employment or for Capital Gains Tax reasons) we will only retain these in discretionary portfolios if we have the authority to sell them at our instigation at the appropriate time. Where we do not have this authority, or the investments are not covered or recommended by our research team, they must be held outside of the discretionary portfolio.

The Custodian can hold these assets on your behalf as part of our execution-only service (see section 4 below). The Custodian can take account of treasured assets including full reporting. For PPS clients we will also include these assets as a part of the overall asset allocation and performance we provide. Treasured assets that are not on our approved list will be held in an execution only account.

### ADVISORY

By appointing us as advisory manager, you appoint the firm to manage an investment portfolio on your behalf to meet your individual objectives. As advisory managers, the firm's Investment Managers will make recommendations on investments that are covered by the Kingswood research team where those investments meet our selection criteria on their own merits. We will refer to you for your consent before implementing those recommendations.

## 4. EXECUTION-ONLY INVESTMENTS

We recognise that some clients may prefer to take responsibility for some of their own investment decisions and are able to offer an execution-only service alongside our discretionary and advisory investment manager service to facilitate this in certain circumstances.

Unless you advise us otherwise you will be provided with contract notes in respect of all transactions arranged on your behalf. For the standard Execution-Only fees refer to the Services and Fee guide.

## 5. ON-LINE ACCESS

You can view your portfolio online at any time by way of a log-in method that we supply and a password and secret phrase where applicable of your choice (subject to certain restrictions). These details are personal to you and should not be disclosed to a third party.

## 6. RISKS AND TIMEFRAME FOR INVESTMENTS

Risk is a very difficult subject. How does one quantify it and how should it be measured? Everyone has different ideas as to what is risk and, as every portfolio is designed to meet individual objectives, there is no standard solution. It is therefore important that we establish your attitude to risk based on agreed parameters.

As a rule, there is usually a trade-off between risk and return. Higher risk can mean higher reward, but it also offers potential for higher losses. Lower risk may mean lower rewards but also lower potential losses. Different investments and asset types offer different risks, ranging from lower risk (cash or index-linked Government bonds), through to higher risk (futures and options).

All forms of investment carry a degree of risk, even portfolios that are designated as low risk. If you are uncomfortable accepting that money to be invested can fall in value, then you should neither sign these Terms of Business nor invest. The only way to avoid any risk of a reduction in your capital, in nominal terms, is to hold your assets in cash.

We do not undertake investment in any form of contracts for difference, traded options or futures.

We may purchase products that offer protection for equity elements of the portfolio should equity markets fall by a certain percentage. The capital invested in these products is therefore at risk of complete loss.

We may purchase products that offer protection for equity elements of the portfolio should equity markets fall by a certain percentage. The capital invested in these products is therefore at risk of complete loss.

Growth portfolios will generally have a higher level of investment in equity-based investments. This does mean that the portfolios should be viewed as higher risk. Because of holding high levels of equity-based investments, such a portfolio has the potential to be more volatile over shorter time periods and should therefore be considered as longer term ideally for a period of five years or more.

Balanced portfolios will generally have a spread of holdings from equity-based investments to cash, gilt-edged securities, alternative investments, and other forms of fixed interest investments.

The amount invested in equities will generally be less than would be the case for capital growth portfolios and will, to a certain extent, be balanced by the other investments that are traditionally viewed as being of lower risk. This means that such portfolios should be viewed as being of medium risk. The portfolio should, over a period, be less volatile than a growth portfolio, but should not be considered for a period of less than five years.

Income portfolios will generally have a considerably higher element of traditionally lower risk investments such as cash, gilt-edged securities, and other fixed interest investments than in the growth portfolio. Traditionally, these have been the source of income for investors and have been viewed as being of lower risk. As a result, these portfolios are normally considered less volatile than either balanced or capital growth portfolios. You should still not consider these portfolios for a period of less than three years, as they will generally contain some equity investment to provide an element of capital growth potential.

### NOTES

- You agree that you will keep us informed of any changes in your investment objectives from time to time.
- You recognise that your funds may be placed in investments:
  - which may be difficult to realise.
  - in which there can be no certainty that market makers will be prepared to deal.
  - for which proper information for determining the current value may not be available.
  - that the firm may enter, on your behalf, into transactions, either generally or subject to specific limitations, under which you will incur obligations as an underwriter.
  - that are designed to offer downside protection to the equity component of the portfolio and as a result, the capital invested in these products is at risk of complete loss.
- Unless you tell us otherwise there is no restriction on the amount or on the proportion of the fund comprised in the portfolio which may be invested in any category or in any one investment.
- You accept that all investments carry a degree of risk; the value of your investments and the income they produce can go down as well as up and there is no guarantee that the amount originally invested will be recovered.
- You agree that transactions for you may be aggregated with those of other clients.
- You agree that we may employ the services of such third parties in connection with your business as we consider appropriate. In the case of third-party stockbrokers, we will generally instruct them on an execution only basis which means that they will not be advising you on the merits of the transaction. We will disclose in our contract notes the part of our dealing charge, if any, which has been paid to a third party (but see the note to paragraph 8 below concerning Individual Savings Accounts).

## 7. USE OF BENCHMARK INDICES

In order that clients may assure themselves that the investment performance of the investment portfolio is both adequate and within certain risk and objective parameters, we suggest using a relevant index to assess the investment manager's performance over the longer term.

These indices can provide:

- A measure to compare the performance of Income, Growth and Balanced portfolios.
- A basis for reviewing the asset allocation and structure of the portfolio with us.
- A benchmark for assessing and comparing the performance of investment managers.

## 8. ACCOUNTING FOR TRANSACTIONS AND INTEREST

- We shall account to you on demand in respect of the transactions implemented on your behalf.
- Dividends or interest received on investments will be dealt with in accordance with the terms set out in the Custodian's terms and conditions at [Appendix B].
- Cash in your accounts will attract interest as outlined in the Custodian's terms and conditions at [Appendix B].

### NOTE

Individual Savings Accounts ('ISAs'), if appropriate, may be arranged for you through an authorised third-party ISA provider, in which case your investments within the ISA will normally be held by that provider's nominee. The general terms of the ISA provider concerned will apply to such investments in addition to these Terms of Business.

## 9. CLIENT MONEY

We will not accept or handle cash in any circumstances. Money for the purposes of your transactions under this agreement must be transferred to the Custodian. We can facilitate this for you.

## 10. SAFE CUSTODY PROCEDURE

We do not and cannot accept or hold client assets, including share certificates.

By entering into this agreement, you authorise us to appoint the Custodian on your behalf to provide custody for your investments and to hold money that belongs to you.

We will exercise all due skill, care and diligence in the selection, appointment, and periodic review of the Custodian.

In providing custody services under the applicable custody terms and conditions, the Custodian is responsible for the safekeeping of your investments (including dealing with any cash). The Custodian will register your investments in the name of a nominee company of the Custodian, a third-party nominee company selected by the

Custodian or in an account designated with your name. You remain the beneficial owner of the investments, meaning that they are always treated as belonging to you.

The Custodian will also execute, clear and settle on your behalf any transactions that we instruct the Custodian to effect under this agreement, and collect income, interest, distributions, dividends and other payments in respect of your investments.

We will provide you with a statement of the investments and money held by the Custodian for you based on information provided by the Custodian. The Custodian is solely responsible for the accuracy and completeness of such information, its proper delivery to us for the preparation of statements and we will not be responsible for any liabilities arising out of any such information or resulting from the Custodian's failure to perform these responsibilities [A statement detailing the title documents held for you will be included in the periodic review. This statement will include uncertificated investments such as those held within the CREST settlement arrangements, overseas investments, and unit trust/OEIC holdings and which are deposited with authorised custodians. The statement will also give details of investments held by the Custodian in certificated form (e.g., bearer stocks, certain overseas investments and investments that cannot be held within CREST). This will also include details of any liens or other security interest held over your investments.]

We are not liable for acts and omissions by third parties, such as, but not limited to, the Custodian, banks, and / or stockbrokers/ counterparties unless we have failed to exercise due diligence in selecting, instructing or supervising such third parties, nor do we assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and we shall not be liable for any delay or loss of any kind while cash and/or investments are in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party or the agent of a third party shall be brought solely against such party and/ or agents.

## 11. FEES

We will charge you fees for the services mentioned in these Terms of Business in accordance with the Services and Fee Guide document provided to you.

In addition to our fees and charges, you must also pay all applicable value added tax, stamp duty or similar charges.

The charges payable for the services provided by the Custodian are set out in the Custodian's charging schedule [which will be provided to you]. These charges are included in our management fee.

Our fees and charges will be charged to your account. You authorise us to instruct the Custodian to deduct our fees and charges as described under this paragraph 12 from your account maintained by the Custodian in or by reference to your name. You should note that pursuant to this term, we reserve the right to instruct the Custodian to retain your funds to ensure that you meet your payment obligations.

You agree to pay our fees and charges from the date we commence receiving assets that will contribute to your portfolio, regardless of whether all the assets being transferred have been received by us.

Where you have been introduced to us by another intermediary, we may pay remuneration to that intermediary, or a company connected with it, in respect of the introduction.

## 12. DEALING COSTS AND OTHER EXPENSES

You agree you will be liable for all the costs and expenses incurred by us in the carrying out of discretionary management services, advisory and execution only services on your behalf. The costs will include, but not be limited to, dealing / transaction costs, commissions, transfer fees, registration fees, taxes and similar liabilities and costs. A full breakdown of the expenses levied for various services is set out in our Services and Fee Guide document (but see Note to paragraph 8 concerning Individual Savings Accounts).

Your quarterly valuation report will provide a breakdown of the total amount of dealing costs to show the amount paid to third party brokers and the amount which represents the Custodian's own commission.

You authorise us to instruct the Custodian to: (a) transfer cash or investments from your account to meet your settlement or other obligations to the Custodian and (b) deduct any costs and expenses incurred by us in carrying out our services under this agreement from your account maintained by the Custodian in or by reference to your name. You should note that pursuant to this term, we reserve the right to instruct the Custodian to retain your funds to ensure that you meet your payment obligations.

## 13. BEST EXECUTION

We are required to establish and implement an order execution policy and to provide appropriate information on our order execution to our clients. This information is provided to you as a Retail Client. We are required by the rules of the FCA to obtain your prior consent to our order execution policy. You will be deemed to have given consent to these Terms of Business by signing the Investment Management Agreement.

You will also be deemed to have consented to the Custodian's order execution policy, which is described in the terms and conditions at [Appendix B]. Please note that the Custodian's order execution policy may change over time.

### 13.1 GENERAL PRINCIPLES

Where we carry out transactions for you, we will do this by placing orders with the Custodian or other entities for execution of the transaction. When we transmit orders on your behalf, we will owe you a duty to take all sufficient steps to obtain the best possible execution result for you (except to the extent that we are following a specific instruction from you).

### 13.2 ORDER EXECUTION POLICY

Subject to any specific instructions from you, when we transmit orders on your behalf, we shall act in accordance with our order execution policy as amended from time to time. A summary of our order execution policy is provided below [and is available on our website].

As stated above, we owe a duty of best execution when placing or transmitting orders on your behalf. In choosing to place or transmit client orders to the Custodian, we have satisfied ourselves that

the Custodian has arrangements in place to enable us to meet the best execution obligations that we owe to you. Any third party (including the Custodian) to whom we transmit orders will be directly responsible to you for meeting its own best execution obligations.

The following execution factors will be taken into consideration by us in determining how to obtain the best possible result for your order.

#### 13.2.1 EXECUTION FACTORS

The execution factors that will be considered are:

- Price
- Costs of the transaction
- Speed of execution
- Likelihood of execution and/or settlement
- Size and complexity of the order
- Characteristics and nature of the order

Ordinarily price and overall costs for transacting the deal will merit a high importance in obtaining the best execution result for your order. However, in some circumstances we may determine that other factors listed above may be more important in determining the best execution result for your order. We will exercise our own discretion in determining these factors.

#### 13.2.2 EXECUTION VENUES

As stated above, we pass orders to the Custodian for execution. The Custodian will use a range of brokers and execution venues in its trade execution. The Custodian has its own order execution policy [which we will provide to you on request].

### 13.3 SPECIFIC CLIENT INSTRUCTIONS

When you provide a specific instruction in relation to your order, we will endeavour to carry out the order in accordance with that specific instruction. However, you should be aware that your instruction may prevent us from following some or all the steps of our order execution policy, which has been designed to obtain the best possible result for clients when placing or transmitting orders for execution. Accordingly, our order execution policy will not apply when you give us a specific instruction and we will be deemed to have complied with our best execution requirement to the extent that we follow your specific instruction when placing an order with, or transmitting an order to, another entity for execution. Where you provide specific instructions that relate to only part of the order, however, our order execution policy will be applied to those aspects of the order that are not covered by the instruction.

### 13.4 REVIEW AND MONITORING

We will monitor execution quality and compliance with our order execution policy on an on-going basis and will review our policy and execution arrangements at least annually and whenever a material change occurs. Where we identify any deficiencies, we will take appropriate measures and effect suitable changes. You will be notified of any material changes to our order execution policy.

## 14. INSTRUCTIONS

For discretionary investment management, we will implement instructions at our discretion without prior reference to you. You authorise us to issue instructions and deal with the Custodian in carrying out the discretionary management of your portfolio and /or providing advisory and execution-only services under this agreement.

Where you issue us with instructions, we will implement these as soon as reasonably possible after they have been received from you, provided the stock is setup on the operating system. Such instructions may be conveyed to us in writing, by facsimile transmission, email or verbally including by telephone. We reserve the right to record all instructions given over the telephone.

Where instructions are issued by you for the purchase of investments, instructions will not be executed until the Custodian is in possession of cleared funds to effect settlement of the deal(s). Neither we nor the Custodian will be liable for any losses arising from the non-receipt of instructions and/or money.

For any service, whether discretionary, advisory or execution- only, where you give us a specific instruction to trade on your account, you are responsible for ensuring that all investment decisions undertaken are suited to meet your investment objectives, financial position and attitude to risk and we will take no responsibility for making such assessment. Accordingly, the protection afforded by legislation is not available to you with regard to any such transaction. There is no compensation scheme, nor can any complaint be taken to the Financial Ombudsman Service.

Where an account is opened in joint names, unless you authorise us otherwise, we will act upon instructions given by either one of you.

## 15. UNSOLICITED CALLS

We may need, or wish, to communicate with you to invite you to enter an investment but may only do so with your specific agreement. Your signature to these Terms of Business indicates that you are willing for us to communicate with you in this way by post, facsimile transmission, telephone, email or face-to-face, at reasonable times, unless you advise us that any of these methods are insecure or inappropriate.

Your attention is drawn to the fact that all telephone conversations may be recorded.

## 16. COMMUNICATION BY EMAIL

Communication by email carries risks including non-delivery and security. We will take reasonable steps to minimise these risks and protect the integrity of computer systems by virus-screening and by using a password set by you to secure emailed documents. Should you elect to receive any documentation from us via email you undertake that you will not make available your password and/or any of your personal details which may compromise the security of your investment portfolio to anyone. Where such disclosure of your password and/or any of your personal details which may compromise the security of your investment occurs, you undertake to inform the firm immediately so that we can take appropriate security measures.

If you have contacted us by email an automated delivery receipt does not constitute acknowledgement or receipt by the intended recipient(s). Please advise us if you do not wish us to communicate by email.

## 17. CONFLICT OF INTEREST

The FCA requires us to take all reasonable steps to identify conflicts of interest between us and clients.

We operate our business on the principle that we manage any conflicts of interest between ourselves, including employees, associates and clients, and between one client and another, in a fair and commercial manner. There may be occasions when we may recommend one or more of our clients to buy an investment in which one or more of our clients have given us instructions to sell, or vice versa.

In these circumstances, we would not proceed with the transaction if this would disadvantage any of the clients involved. In certain cases, we may decline to act for you or decline to carry out a transaction on your behalf.

We maintain and operate organisational, procedural and administrative arrangements designed to identify and manage actual and potential conflicts. These arrangements form part of the reasonable steps we have taken to prevent clients.

**Specific conflict management arrangements include, but are not limited to:**

### ORDER MANAGEMENT

We have a policy in place governing client order priority whereby all trading on behalf of our clients should take place fairly and in due turn to avoid a potential conflict of interest.

### PERSONAL ACCOUNT DEALING ('PAD')

Relevant employees of the firm are subject to our PAD policy. A key feature of the policy is to ensure that there are no potential conflicts of interest between the employee's PAD and that of our clients. All relevant employees are required to have PAD trades approved before dealing, to ensure that dealing does not occur in securities in circumstances where they should be restricted.

The full conflicts of Interest policy can be located on the website at: <https://www.kingswood-group.com/compliance/>

## 18. COMPLAINTS PROCEDURE

The firm operates an internal complaint handling procedure, a full copy of which is available on request. If you have any complaints about the investment services we have provided, you should address these to the Compliance Officer at KW Investment Management Limited 2nd Floor, 10-11 Austin Friars, London, EC2N 2HG. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS). FOS is an agency for arbitrating on unresolved complaints between regulated firms and their clients.

Further information about the FOS is available from their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 19. SECURITY OF ASSETS

Your assets are carefully segregated and ring-fenced from the assets of the firm. We have Professional Indemnity Insurance cover in place of £5,000,000.00. We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for up to a maximum of £85,000.00. We may also, on occasion, advise on other financial products which are not regulated by the FCA. The FSCS does not apply to any of these products.

**Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk/consumer](http://www.fscs.org.uk/consumer)**

## 20. AMENDMENT AND TERMINATION

These Terms of Business may be amended by notice to you in writing sent by post, email, facsimile transmission or hand delivered at least fourteen days before any amendment is to take effect:

- We may vary these terms or the characteristics of our services at any time for the following reasons giving notice described in this paragraph 20:
  - To respond to changes in general law or decisions by the Financial Ombudsman Service.
  - To meet compliance with new regulatory requirements or to reflect new industry guidance, codes of best practice and to reflect accepted market custom and practice.
  - To make changes to improve or vary the service.
  - To make proportionate changes to reflect legitimate cost increases or reductions associated with particular products. Where variation is material (including a variation in our charges) we shall make no charge for transferring away on your instructions.
- This agreement and our authority to act on your behalf may be terminated by you at any time, without penalty. Notice of termination must be in writing and will take effect on the business day stated in the termination notice.
- We may terminate this agreement with two months written notice to you. We may also terminate the agreement with immediate effect by written notice if you breach any of the terms of this agreement or we need to do so for regulatory or operational reasons.
- Termination will be without prejudice to the completion of transactions already initiated on your behalf. We will use our reasonable endeavours to complete expeditiously transactions initiated prior to the date of termination.
- If you terminate prematurely an investment in respect of which commission has been paid, we will require you to make good our loss.
- On termination we will provide your new adviser with any information they may require.
- There is no minimum duration to this agreement.

- If we stop acting for you (for whatever reason) you agree to pay our fees and charges that have accrued up to the date of termination at the rate specified in this Agreement, any additional costs or expenses necessarily incurred by us in terminating the agreement and any losses necessarily realised in instructing the settlement or conclusion of outstanding obligations on your behalf.
- No further management fees will be charged to you by us for the period following the date of termination. Whilst the Custodian continues to hold custody of your assets, we reserve the right to charge appropriate fees for this.
- We remain entitled to charge for any fees or expenses incurred (as per our usual rates set out in our Services and Fee Guide) because of any transfers which arise following termination.

## 21. DEATH

On receipt of notification of the death of a client, the Investment Management Agreement will cease, and the portfolio will be transferred to an Execution-Only portfolio and will be managed on this basis, the details of which are set out earlier in these Terms of Business and fees outlined in the Services & Fee Guide.

We shall not accept any instructions over any account in your name or take any other action in respect of it until such time as acceptable title of your Personal Representative has been satisfactorily established by sending to us an office copy of the Grant of Probate or Letter of Administration.

We shall then obtain the signatures of your Personal Representatives to an Execution-Only Agreement and on receipt of this we shall accept the instructions of the Personal Representatives to sell, transfer or re-materialise your investments.

None of the above will apply to a portfolio held in joint names where the portfolio will automatically pass to the survivor.

Where an ISA is held with us, on the death of a client who leaves a surviving spouse, the ISA will be kept intact in accordance with the HM Revenue and Customs ISA Rules.

We are not responsible for losses in your account during the period between your death and the receipt by us of formal notice of it, or for losses between your death and the receipt by us of a certified copy of the Grant of Probate / Letters of Administration (as the case may be). Neither shall we be liable for any losses arising because of us not administering your investments following your death. The account will continue to incur charges until it is closed.

## 22. CLIENT IDENTIFICATION

In order to comply with the Money Laundering Regulations 2007, we are legally obliged to ask you to provide us with evidence of your identity. We reserve the right to decide how to undertake the verification of your identity and may outsource to a third party if we consider this appropriate. We will write to you separately if we require any information from you to verify your identity.

You warrant that all information that you supply to us is and shall be correct to the best of your knowledge and belief and that you will notify us promptly of any material change.

As part of our compliance with the money laundering regulations, we are unable to accept payment in cash of any sum. Where we pay money to you, it will be paid by cheque or bank transfer, not in cash or to a third party unless instructed by you or your executors.

## 23. CUSTODY SERVICE

As mentioned above, the Custodian will where possible register your investments in the name of a nominee company of the Custodian or a third-party nominee company selected by the Custodian. You remain the beneficial owner of the investments meaning that they are always treated as belonging to you. The nominee is a company formed solely for the purpose of holding client assets; it does not trade or have any other activities and your assets are legally segregated from those of the trading companies within the Custodian's group.

The Custodian and where relevant its nominee company or companies shall always have a general lien on all your financial instruments and other property in their possession, custody or control enabling them to retain such securities and other property as security for the payment of all amounts due from you to the Custodian on any account.

The Custodian may also set off any obligations incurred by you to the Custodian against any obligation incurred by the Custodian to you, regardless of the place of payment or currency of either obligation.

Further details are set out in the Custodian's terms and conditions at Appendix B.

The Custodian will not usually take custody of certificates for certificated holdings but may do so in some circumstances in which case the certificates will be held by the Custodian for you and kept in safe custody in accordance with the FCA safe custody rules. All documents of value, such as allotment letters or take-over documents, will come straight to us and will be dealt with promptly.

Certain investments (including many unit trusts and stocks within the CREST settlement arrangements) are uncertificated. In such cases, the Custodian will maintain up-to-date records of your holdings. At least once a year you will be provided with a statement of securities held by the Custodian on your behalf including both certificated and uncertificated investments.

The Custodian will be responsible for receiving and claiming dividends and interest payments to be credited to you. The Custodian will also credit any trail, renewal, or similar commission it receives for your account. A full income statement and consolidated tax voucher will be sent out annually to the party specified in the signed Investment Management Agreement.

Company reports and accounts and similar material are not normally sent to clients as these are generally now publicly available via the company website. Shareholder concessions are not normally extended to nominee companies.

The Custodian is required to, where reasonably practicable, forward details of any corporate events to us. We accept no responsibility for or liability in respect of corporate events that have not been notified to us by Custodian.

Where we have been appointed to act on a discretionary basis, we will make the relevant decisions in relation to corporate events without first contacting you.

Where we have been appointed on an advisory or execution-only basis, provided we have been appropriately notified and been given sufficient time to do so by the Custodian we will take reasonable steps to contact you before any corporate events attaching to your investments, unless it is impractical to do so. Where we do contact you, we will take all reasonable steps to pass to you whatever information has been provided to us by the Custodian, but we cannot take responsibility for the completeness or accuracy of such information.

If you instruct us in relation to corporate events before the deadline specified by us, we will take reasonable steps to act on your instructions. If we cannot contact you to get your instructions for these events or if we do not hear from you, we will take such action, or refrain from taking any action, as we believe to be in the interests of the affected clients including arranging for the disposal of any rights. When we do, we may take account of our general view of the event. In so acting we will be deemed to be acting on your instructions and with your authority and consent.

- Having read the information on our service, you hereby request and authorise:
  - (1) us to enter into an agreement with the Custodian on your behalf as your agent and agree that you are bound by the terms and conditions of the agreement as summarised at [Appendix B] which create direct contractual rights and obligations between the Custodian and you.
  - (2) us to give instructions and provide information concerning you to the Custodian.
  - (3) the Custodian to hold cash and investments on your behalf and to transfer cash and investments from your account to meet your settlement or other obligations to the Custodian.
- You agree that for audit purposes, it may be necessary for us to forward to you statements of securities held by you or held to your order at the time.

## 24. DATA PROTECTION

We are fully committed to respecting your privacy and to protecting any information you provide to us. Details contained on our database will not be passed to anyone else for marketing purposes.

We use the information you provide for the provision of financial services for you, to complete any transaction including associated administration, for updating client records, analysis to help us manage our business, statutory returns, and legal and regulatory compliance.

You agree that we may transfer or copy any data that we hold for you to any associated company within the Kingswood Group, the Custodian and our agents, associates, professional advisers and/or others we appoint to help us carry out our duties to you, as well as to any governmental or regulatory authority including the FCA and tax authorities. Your data may be used within the Kingwood Group for direct marketing purposes, and we may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify us.

We will use your personal data strictly in accordance with applicable data protection legislation.

**Please see Appendix A to these Terms of Business for further details on how we shall protect your personal information.**

## 25. KEY FEATURES DOCUMENT

Where you elect for our Advisory Service, it will be assumed that you do not require Key Features documentation. If you do not agree to this, then we will send Key Features Documents for every recommended purchase.

## 26. TAXATION

The tax treatment on investments depends on your individual circumstances, as well as the ongoing availability of the tax reliefs, and may be subject to change in the future. We do not provide tax advice, nor accept liability for it, and you should always consider seeking professional taxation advice.

If you are a taxpayer and/or resident outside the UK or hold non-UK investments, you may be liable to account to non-UK tax authorities for any capital or income earned. You will retain sole responsibility in relation to these matters.

You undertake to notify us immediately on a change in your address or tax residency.

## 27. CANCELLATION RIGHTS

Under these Terms of Business you do not have the right to cancel any transaction relating to the purchase of investments in your portfolio.

## 28. TRANSFER AND ASSIGNMENT

This agreement is personal to you, and you may not assign or transfer any of your rights or responsibilities under it. We may, upon giving you one month's prior written notice, transfer our rights and responsibilities under the agreement to any member of the Kingswood group or a third party outside the Kingswood group [provided we act in accordance with FCA rules and applicable law, and we reasonably consider that such a transfer will not materially affect the services provided to you under this agreement].

## 29. REGULATOR

We are authorised and regulated by the FCA whose address is:

**12 Endeavour Square, London, E20 1JN**

## APPENDIX A: PROTECTING YOUR PERSONAL INFORMATION

At Kingswood we are dedicated to protecting and preserving your personal information. This policy details how we collect, use, disclose and store your personal data. We are responsible for ensuring that we adhere to Data Protection Laws when using your personal data. For the purposes of data protection laws, the data controllers of Kingswood are:

- KW Investment Management Limited
- KW Wealth Planning Limited

This privacy notice applies to past, potential, or current Kingswood clients/intermediaries, it also applies to any personal data we receive from you, create or obtain from other sources and explains how it will be used by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it. By continuing your interaction, via the use of any of our services you are acknowledging that you have been made aware of the practices described in this policy and our use of your personal information.

### PERSONAL DATA WE COLLECT

We collect information about you when you engage us for financial planning, financial advice, or investment management services. The personal data which we collect, and use may include things such as your personal details (i.e. name, email address, phone number) and information which is relevant to us providing any services to you (such as financial circumstances, your bank details and records of communications). We may also collect and use some special categories of personal data such as information about health conditions if this is necessary for the provision of our services.

It is compulsory that we ask you for this information to enter into an agreement with you whilst fulfilling our regulatory obligations. Failure to provide the information we ask for could mean that we are unable to provide our services either wholly or in part.

In order to provide our services effectively, we may need to gather information about your close family members and dependants. It is your responsibility to ensure that you have the consent of the people concerned to provide us with the required information. You should refer them to this privacy policy before sharing their information with us.

### WHY WE COLLECT AND USE YOUR PERSONAL DATA

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The data provided is essential for us to be able to carry out the services that you require effectively. Without this personal data, we'd also be unable to fulfil our legal and regulatory obligations. Where special category data is required, we'll obtain your explicit consent in order to collect and process this information.

Personal data is necessary for our legitimate business interests. These include enforcing the terms and conditions of any agreement we have with you, assessing the suitability of any wealth planning or investment decision made directly by you or by us and improving customer service and training staff.

We may also use information to develop and test the effectiveness of marketing activities and to improve our services. In addition, we may use it to provide you with marketing information about services and products we offer which may be of interest to you and to notify you about changes to our services and products. You have the right to request us not to process your information for marketing purposes at any time by contacting us at [compliance@kingswood-group.com](mailto:compliance@kingswood-group.com).

### HOW WE USE PERSONAL INFORMATION

We collect information about you to provide you with the services for which you engage us, this will allow for Kingswood to provide optimal services for you under our agreement. Data provided will be used to take decisions regarding your account which would include assessing your suitability for certain products and services. Your data may also be used in the interest of Kingswood for statistical and research purposes.

We may use your personal data for the purposes of conducting credit/identity checks and financial crime and anti-money laundering enquiries or assessments. If we are unable to verify your identity, we will require further information to perform these checks. There may also be some instances where this personal information could be used in the need to establish, exercise, or defend our legal rights or for the purpose of legal proceedings.

### SHARING OF PERSONAL DATA

We may share your personal information with any member of Kingswood Group, which means our ultimate holding company and its subsidiaries. We may transfer information outside of the European Economic Area (the "EEA"), but before doing so, we shall endeavour to put in place appropriate transfer agreements and protective measures and take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy and General Data Protection Regulation (GDPR).

We may be under a duty to disclose or share your information to comply with any legal obligation or regulatory requirements. This includes sharing information with any relevant authority where we are obligated to do so including but not limited to regulators, government and law enforcement or fraud prevention agencies.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes. We may provide information to our appointed auditors and other professional advisers to the extent that they require such information to provide advice.

In the event we sell or buy any business or assets, we may disclose your information to the potential seller or buyer of such business for due diligence purposes. We may share information to enforce the terms of any contract a client has with us.

## HOW LONG WE KEEP YOUR PERSONAL DATA

During the course of the relationship between the client and Kingswood, we'll retain personal data which is necessary to provide services to you. Necessary steps will be taken to ensure your personal data is up to date throughout the relationship.

Any personal information that we do obtain from you will be handled in accordance with data protection law. Your personal data will be retained for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. We will only keep your personal information after this period if there is a legitimate reason to do so. You have the right to request deletion of your personal data and we will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests.

## YOUR RIGHTS

You have rights under data protection law that relate to the way we process your personal data and you can exercise your rights by contacting us with the details below. More information can be found on the Information Commissioner's website.

### YOUR RIGHTS:

- **Access** - You have the right to access the personal data we hold about you and request a copy of this information.
- **Correction** - You have the right to make us rectify any inaccurate data we hold about you.
- **Erasure** – You have the right to make us erase any personal data we hold about you. Note that in certain circumstances we may be legally entitled to retain your personal information.
- **Restrict or object to processing** – You have the right (in certain circumstances) to restrict or object to our processing of the personal data we hold about you. There may be circumstances where we are legally entitled to keep your data.
- **Data portability** - The right to receive personal data you have provided to us in a portable format or otherwise.
- **Withdraw** – You have the right to withdraw your consent where we are relying on it to use your personal data (e.g. for marketing purposes).
- **Complain** – You have the right to make a complaint to the data protection regulator.

## ACCESSING THE INFORMATION WE HOLD

As stated above, you have a right to request a copy of the information we hold about you. You can submit a "data subject access request" which enables you to receive a copy of some or all your personal information. We have a responsibility to ensure that your details are accurate and up to date.

If you wish to submit a request, please use the contact details of the Data Protection Officer ([compliance@kingswood-group.com](mailto:compliance@kingswood-group.com))

## MARKETING

With your consent, where such consent is required under the applicable regulations and data protection laws, we will send you information about products and services of ours and other companies in the Kingswood Group which may be of interest to you. It is your right at any time to stop us from contacting you for marketing purposes – as such, you may withdraw your consent or otherwise opt out of receiving this information at any point. If you would like to do so, please contact our Data Protection Officer using the details below.

You will still receive service notifications that we need to send you containing important information in relation to the service we are providing to you. In order for us to fulfil any agreement, this is necessary.

## CHANGES TO OUR POLICY

We keep our privacy policy under regular review and reserve the right to update this at any time - we would recommend checking back regularly to see if there have been any changes. This policy was last updated in September 2022.

## CONTACT US

We hope that you will never have reason to complain about the way we process your personal information or with the way we've handled a request by you in relation to your rights. However, if something does go wrong, please bring it to our attention as soon as you can and we will try to resolve the matter fairly and quickly. Please contact us on the same email address as above. You also have the right to make a complaint to the Information Commissioner's Office via the below address:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
SK9 5AF

If you have any questions about this Policy or wish to exercise any of your rights, please get in touch with us either at [compliance@kingswood-group.com](mailto:compliance@kingswood-group.com) or by writing to the Data Protection Officer at the following address:

Kingswood Group  
10-11 Austin Friars  
London  
EC2N 2HG

## **1. RELATIONSHIP WITH THIRD PLATFORM SERVICES**

- 1.1 We have entered into an agreement (Agreement) with Third Platform Services Limited, (Third Platform Services), on behalf of ourselves and each of our clients whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this agreement. Third Platform Services may also provide additional services such as investment dealing services as we may from time to time agree with Third Platform Services.
- 1.2 Third Platform Services, with company number 09588254, has its registered office at 17 Neal's Yard, London, WC2H 9DP. Third Platform Services is authorised and regulated under FCA registration number 717915 by the Financial Conduct Authority (FCA) which is at 12 Endeavour Square, London E20 1JN and is a member of the London Stock Exchange.
- 1.3 The current terms and conditions of Third Platform Services and the principal terms of the Agreement with them as it applies to our clients, including you, are set out or summarised below.
- 1.4 In consideration of Third Platform Services making their services available to you, you agree that:
  - 1.4.1 we are authorised to enter into the Agreement on your behalf as your agent and that you are bound by the terms of the Agreement as summarised in this Schedule which constitute the formation of a contract between you and ourselves and also between you and Third Platform Services;
  - 1.4.2 we are authorised to give instructions (as provided for in our terms of business (Terms) and the Agreement) and provide information concerning you to Third Platform Services and Third Platform Services shall be entitled to rely on any such instructions or information without further enquiry;
  - 1.4.3 Third Platform Services is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Third Platform Services.
- 1.5 Third Platform Services neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any transaction or order and relies on information provided to it by us in respect of all such matters. In the same way we are not responsible for Third Platform Services' actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

## **2. CATEGORISATION AND CAPACITY**

- 2.1 We have entered into an agreement (Agreement) with Third Platform Services Limited, (Third Platform Services), on behalf of ourselves and each of our clients whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this agreement. Third Platform Services may also provide additional services such as investment dealing services as we may from time to time agree with Third Platform Services.
- 2.2 The following provisions shall apply to you if you fall within the categories specified below:
  - 2.2.1 joint account holders shall be jointly and severally liable to Third Platform Services and Third Platform Services may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;
  - 2.2.2 the trustees of any trust shall be regarded as Third Platform Services' client (as opposed to any beneficiary) and shall be jointly and severally liable to Third Platform Services; and
  - 2.2.3 all the partners of any partnership which is Third Platform Services' client shall be jointly and severally liable to Third Platform Services.
- 2.3 Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain, liable to Third Platform Services as principal in relation to any bargains which are to be performed under the terms set out in this Schedule and Third Platform Services will treat you as its client under the FCA Rules. You agree that you will be liable to Third Platform Services jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to Third Platform Services.

## **3. CLIENT ACCOUNTS**

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

## **4. COMMUNICATION AND INSTRUCTIONS**

- 4.1 Third Platform Services shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as Third Platform Services may require. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Third Platform Services shall be entitled to rely upon and act in accordance with any instruction which Third Platform Services believes in good faith to have been given by us and our agents on your behalf. Third Platform Services reserves the right to take such

action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Third Platform Services will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third Platform Services' reasonable control.

- 4.2 Third Platform Services may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Third Platform Services will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA.
- 4.3 You should direct all enquiries regarding your account to us and not to Third Platform Services.
- 4.4 Any communications (whether written, oral, electronic, or otherwise) between you, us and/or Third Platform Services shall be in English.

## 5. DEALING

- 5.1 Third Platform Services will be responsible for executing bargains as instructed by us on your behalf.
- 5.2 For this purpose we, rather than you, shall be Third Platform Services' client for the purposes of the FCA Rules. If Third Platform Services provides dealing services for your account and in doing so executes a transaction on your behalf the following provisions shall apply:
  - 5.2.1 All such bargains shall be executed by Third Platform Services subject to applicable FCA rules and guidance (FCA Rules) and the rules of any relevant exchange, market or other execution venue;
  - 5.2.2 instructions from us in relation to such bargains will be regarded by Third Platform Services as specific instructions from you;
  - 5.2.3 bargains will be conducted in accordance with Third Platform Services' execution policy as amended from time to time, details of which are available at the following web address – [thirdplatformservices.co.uk](http://thirdplatformservices.co.uk) - including the possibility that it will execute some bargains otherwise than on an exchange, market or other execution venue within the European Economic Area (EEA);
  - 5.2.4 Third Platform Services may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders. You acknowledge that aggregation of such orders may operate on some occasions to your advantage and on some occasions to your disadvantage;
  - 5.2.5 Third Platform Services may aggregate any order with its own orders, orders of connected persons and orders of other customers and clients. Third Platform Services will only aggregate orders if the conditions set out in the relevant FCA Rules are met: that it would be unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated; and that Third Platform Services will disclose to each client whose order is to be aggregated that the

effect of aggregation may work to its disadvantage in relation to a particular order; and that an order allocation policy will be established and effectively implemented. This disclosure is taken as compliance with that requirement;

- 5.2.6 following the execution of any bargains by Third Platform Services we will, unless you have otherwise instructed us, send a contract note or advice to you. The terms of any contract note shall be conclusive as to any matter contained or provided in such note unless Third Platform Services is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

## 6. SETTLEMENT OF TRANSACTIONS

- 6.1 All bargains will be due for settlement in accordance with the terms of the relevant contract note or advice. You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and or/any relevant cash balance are delivered, transferred or paid to Third Platform Services (or to Third Platform Services' order) in sufficient time on or before the contractual settlement date to enable Third Platform Services to settle the transaction and that all cash and investments held by, or transferred to Third Platform Services will be and remain free from any lien, charge or encumbrance. All payments due to Third Platform Services will be made without set-off, counterclaim or deduction.
- 6.2 You acknowledge that in settling bargains on your behalf, Third Platform Services is acting as agent on your behalf and that Third Platform Services will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depository or transfer agent and delivery or payment will be at your entire risk.
- 6.3 You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that Third Platform Services shall have no obligation to account to you for any such cash or investments until you have performed your obligations in relation to such bargains and Third Platform Services, as your agent, has been able to settle the transaction. Third Platform Services shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any such cash received by Third Platform Services under a relevant settlement in discharge or reduction of any of your obligations in relation to such bargains.
- 6.4 All bargains will be settled in accordance with:
  - 6.4.1 the rules, customs and practices of the exchange, market or other execution venue on which the bargain was executed and their related clearing house, clearing system or depository; and
  - 6.4.2 the terms of any applicable agent or custodian employed by Third Platform Services, including but not limited to, any right of reversal of any bargain (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

## 7. CUSTODY

- 7.1 Third Platform Services will register your investments either:
- 7.1.1 in an account designated with your name if this has been requested by us; or
  - 7.1.2 in the name of a custodian nominated by Third Platform Services (which may be Third Platform Services' own nominee)
- 7.2 All investments held in custody will be pooled and allocated between clients in accordance with the FCA Rules the FCA Custody rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuer's register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis.
- 7.3 Third Platform Services will be responsible for receiving and claiming dividends and interest payments to be credited to you. Third Platform Services will also credit any trail, renewal, or similar commission it receives for your account. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by Third Platform Services and/or the payee in accordance with applicable legal or regulatory requirements. Third Platform Services will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses Third Platform Services may incur in receiving and claiming dividends, interest payments and commission. Third Platform Services, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.
- 7.4 Third Platform Services shall not be responsible for informing us of any Corporate Actions or events concerning investments held in custody including take-over offers, capital reorganisations, company meetings, conversion or subscription rights but will nevertheless do so insofar as reasonably practicable or if required under applicable law. Third Platform Services will take up or participate in such events as instructed by us provided that such instructions are received within such time as Third Platform Services may stipulate. All entitlements relating to Corporate Actions in connection with investments held in pooled accounts will be allocated as far as is reasonably possible on a pro-rata basis, however, Third Platform Services may if this is not possible adjust the allocation of entitlements in such a way as appears to them to achieve a fair treatment for all participants in the pool.
- 7.5 Third Platform Services may appoint agents, nominees, and custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services may also appoint sub-custodians (including sub custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as Third Platform Services considers appropriate. Third Platform Services

will exercise reasonable care in the selection, use and monitoring of agents, nominees and custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules which it will copy to us within a reasonable time before the custodian is appointed. Third Platform Services from time to time notify us of its arrangements for holding securities in its own name or the name of its nominees and you agree that any such arrangements as so notified shall be binding on you. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or willful default, Third Platform Services shall not be responsible for the default of any agents, nominees and custodians, securities depository, intermediate broker, clearing or settlement system or participant in such a system. In the case of any investments held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of investments.

## 8. CLIENT MONEY

- 8.1 Any money (in any currency) received by Third Platform Services for the account of any Client will be received and held by Third Platform Services in accordance with the FCA Rules, and in particular the FCA Client Money rules, unless otherwise agreed or requested. Client Money will (unless we instruct Third Platform Services to pay such money into a Designated Client account) be held in an omnibus Client Money account with an approved bank, or banks, nominated by Third Platform Services in which Third Platform Services will hold all money it is holding on behalf of our Clients.
- 8.2 In the event of an irreconcilable shortfall in the omnibus Client Money account following a default of an approved bank or any third-party holding money on behalf of our Clients (such as a clearing house, settlement or money transfer system) you may not receive your full entitlement and may share in any shortfall on a pro rata basis. It is our responsibility to bring these arrangements to your attention.
- 8.3 Third Platform Services may, from time to time, hold Client Money in a client bank account with an approved bank outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to the approved bank with which such money is held will be different from that of the United Kingdom and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money was held by an approved bank in the United Kingdom. It is our responsibility to bring these arrangements to your attention.
- 8.4 Third Platform Services will pay interest on Client Money at such rate as it may specify, and such interest will be credited to each Client Money account not less than once every six months.
- 8.5 You agree that Third Platform Services will cease to treat as Client Money any unclaimed balances after a period of six years and Third Platform Services has otherwise taken reasonable steps to trace you and return any balance to you. Third Platform Services will nevertheless make good any subsequent valid claim against such balances.

- 8.6 You agree that Third Platform Services may cease to treat as investments held in safe custody for you any unclaimed investments in an account after a period of 12 years, in which case Third Platform Services may liquidate the unclaimed investments and pay away the proceeds, or pay away any such unclaimed investments, in either case to a registered charity of Third Platform Services' choice, provided that Third Platform Services has:
- 8.6.1 in the 12 years preceding the divestment, not received any instructions from you or on your behalf relating to any investments in the account; and
  - 8.6.2 taken reasonable steps in accordance with the FCA Rules to trace you and return the investments. Third Platform Services will undertake to pay you a sum equal to the value of the relevant investments at the time they were liquidated or paid away if you seek to claim the investments in the future.
- 8.7 Third Platform Services may also appoint agents, sub-nominees, and sub-custodians (whether in the United Kingdom (or overseas), to hold investments held in custody. Third Platform Services will exercise reasonable care in the selection, use and monitoring of agents, sub-nominees and sub-custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or willful default, Third Platform Services shall not be responsible for the default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system. In the case of any securities held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of securities.
- 8.8 Third Platform Services reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Third Platform Services for your account.

## 9. SECURITY AND DEFAULT

- 9.1 As continuing security for the payment of all sums due to Third Platform Services and its sub-custodians including any present and future obligations by you, you hereby agree to grant and grant Third Platform Services and its sub-custodians:
- 9.1.1 a continuing general lien and right of set-off over and in respect of, all and any investments, documents of title to property, documents representing property and all money, investments and other assets of any nature held by or subject to the control of Third Platform Services (its nominees and custodians) for your account (including, without limitation, the benefit of all contractual rights and obligations and any proceeds of sale).
- 9.2 You and we will, at the request of Third Platform Services, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints Third Platform Services as their attorney to take any such action on their behalf.

- 9.3 You represent and warrant, jointly and severally with us, to Third Platform Services that all money, investments or other assets of any nature transferred to or held by Third Platform Services their nominees and custodians for your account are your sole and beneficial property or are transferred to or held by Third Platform Services their nominees and custodians with the legal and beneficial owner's unconditional consent and are free of such owner's interest and, in any event, are and will be transferred to or held by Third Platform Services their nominees and custodians free and clear of any lien, charge or other encumbrance and undertake that neither you nor we will charge, assign or otherwise dispose of or create any interest therein.
- 9.4 If you fail to comply with any of your obligations to Third Platform Services, the security interest referred to in Clause 9.1 shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by this Agreement) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to this Agreement. In such circumstances Third Platform Services may without prior notice and free of any interest of yours, sell, charge, pledge, deposit, realise, borrow, or otherwise deal, with any investments or other assets Third Platform Services their nominees and custodians are holding for your account on any terms it considers appropriate. The proceeds of any sale or realisation of such investments or other assets and any moneys from time to time deposited with or held by Third Platform Services their nominees and custodians under this Agreement, shall be applied towards the satisfaction of your liabilities to Third Platform Services.
- 9.5 Third Platform Services shall have no liability whatsoever to you or us for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you or us in consequence of any exercise by Third Platform Services of any right or remedy hereunder and any purchase, sale, or other transaction or action that may be undertaken by Third Platform Services shall be at such price and on such terms as Third Platform Services shall reasonably determine.
- 9.6 In exercising any right or remedy pursuant to this Clause 9, Third Platform Services is authorised to combine accounts, effect such currency conversions, and enter such foreign exchange transactions with, or on behalf of, you or us, at such rates and in such manner as Third Platform Services may reasonably determine.
- 9.7 No third party shall be required to enquire as to the validity of the exercise by Third Platform Services of its powers under this Clause 9.

## 10. LIABILITY AND INDEMNITY

- 10.1 You and we will, at the request of Third Platform Services, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints Third Platform Services as their attorney to take any such action on their behalf.
- 10.1.1 death or personal injury;
  - 10.1.2 breach of any obligation owed to you under the regulatory system; or

- 10.1.3 the negligence, fraud, or willful default of Third Platform Services.
- 10.2 Third Platform Services shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by Third Platform Services negligence and/or breach of contract and even if such loss was reasonably foreseeable or Third Platform Services had been advised of the possibility of your incurring the same.
- 10.3 You undertake to indemnify Third Platform Services and each of its directors, employees, and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than Third Platform Services' corporation tax) which are caused by:
- 10.3.1 the provision by Third Platform Services of its services to you;
- 10.3.2 any material breach by you of any of these Terms;
- 10.3.3 any default or failure by you in performing your obligations to make delivery or payment when due; or
- 10.3.4 any defect in title or any fraud or forgery in relation to any investments delivered to Third Platform Services by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.
- 10.4 Third Platform Services shall not be entitled to be indemnified against the consequences to it of its breach of any obligation owed to you under the regulatory system or its own negligence, fraud or willful default.
- 10.5 Third Platform Services shall not be responsible or liable for any failure to provide any of the services if such failure results wholly or partly from any event or state of affairs beyond Third Platform Services' reasonable control (including, without limit, any failure of communication or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange, market or other execution venue, clearing house, broker, intermediary, settlement agent or OTC counterparty or any fire, flood or other natural disaster) and, in such circumstances, all and any of Third Platform Services' obligations shall be suspended pending resolution of the event or state of affairs in question.
- 10.6 The provisions of this Term shall continue to apply notwithstanding the fact that we or Third Platform Services cease to provide services and shall be in addition to any other right of indemnity or claim whether pursuant to these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

## 11. CHARGES

- 11.1 Any fees or charges payable by you in relation to the services provided by Third Platform Services and taxes payable via Third Platform Services will be set out in our charging schedule as notified to you from time to time. Third Platform Services

is entitled to pay such charges out of assets and money held for you or by set off under Term 9 or to require you to pay them direct to it or via us. You may be liable for other taxes or charges not payable via Third Platform Services.

## 12. CONFLICTS OF INTEREST

- 12.1 Third Platform Services or its associates may provide services or enter bargains in relation to which Third Platform Services, or its associates, has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. Third Platform Services or any of its associates may, for example:
- 12.1.1 be the counterparty to a transaction that is executed by Third Platform Services (whether or not involving a mark-up or a mark-down by Third Platform Services or its associates);
- 12.1.2 be the financial adviser to the issuer of the investment to which any instructions relate.
- 12.1.3 have a (long or a short) position in the investments to which any instructions relate; or
- 12.1.4 be connected to the issuer of the investment to which any instructions relate.
- 12.2 Third Platform Services may receive remuneration from fund managers in connection with Third Platform Services providing services to them. These payments are calculated by reference to the value of assets that Third Platform Services holds in custody for its clients.
- 12.3 Third Platform Services has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to pay due regard to the interests of their clients, treat them fairly and manage conflicts of interest fairly, both between themselves and their clients and between different clients.
- 12.4 You acknowledge that neither Third Platform Services nor any of its associates is required to disclose or account to you for any profit made because of acting in any manner described above.

## 13. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION

- 13.1 Third Platform Services may use, store, or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. In the UK, Third Platform Services operates in accordance with, applicable data protection legislation. The Agreement sets out certain obligations on Third Platform Services as the Data Processor of your personal information, as required by that legislation.
- 13.2 The information Third Platform Services holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third Platform Services will only disclose your information to third parties in the following circumstances:

- 13.2.1 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);
  - 13.2.2 to investigate or prevent fraud or other illegal activity;
  - 13.2.3 in connection with the provision of services to you;
  - 13.2.4 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;
  - 13.2.5 if it is in the public interest to disclose such information;
  - 13.2.6 at your request or with your consent. This is of course subject to the proviso that Third Platform Services may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes.
- 13.3 Third Platform Services will not sell, rent, or trade your personal information to third parties for marketing purposes without your express consent.
- 13.4 Please be advised that, in using the service, you explicitly agree that Third Platform Services may send your information internationally including to countries outside the European Union, including the United States of America. Third Platform Services will always take steps to ensure that your personal data is transferred in accordance with applicable data protection legislation.
- 13.5 In accordance with data protection laws, you are entitled to a copy of the information Third Platform Services hold about you. In the first instance, you should direct any such request to us, and we will pass your request on to Third Platform Services. You should let us know if you think any information Third Platform Services holds about you is inaccurate and we will ask Third Platform Services to correct it.

## 14. COMPLAINTS

- 14.1 In the event of any complaint regarding Third Platform Services' services you should contact the Compliance Officer of Third Platform Services.
- 14.2 The Compliance Officer will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating, the Compliance Officer will write to you detailing the results of the investigation and offering, where appropriate, redress.
- 14.3 Third Platform Services will consider a complaint to be closed in any of the following circumstances:
- a. If at any time you have accepted in writing an offer of redress or have written to the Firm confirming that you are satisfied with the Firm's response to the complaint (or simply confirm in writing that you wish to withdraw the complaint). The Compliance Officer will write to you acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or
  - b. If you have not replied to an initial or interim letter offering redress having been invited to do so within eight weeks of the date of the letter.

## 15. INVESTOR COMPENSATION

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

## 16. AMENDMENT

- 16.1 You agree that Third Platform Services has the right under the Agreement to alter these Terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice. We are unable to influence any such amendments.

## 17. GENERAL

- 17.1 Third Platform Services' obligations to you shall be limited to those set out in these Terms and Third Platform Services shall not owe any wider duties of a fiduciary nature to you.
- 17.2 No third party shall be entitled to enforce these Terms in any circumstance.
- 17.3 Any failure by Third Platform Services (whether continued or not) to insist upon strict compliance with any of the Terms set out this Schedule shall not constitute nor be deemed to constitute a waiver by Third Platform Services of any of its rights or remedies.
- 17.4 These Terms shall be governed by English law and you hereby irrevocably submit for the benefit of Third Platform Services to the non-exclusive jurisdiction of the courts of England.



*Kingswood, Kingswood Group and Kingswood Institutional are trading names of KW Wealth Planning Limited (Companies House Number: 01265376) regulated by the Financial Conduct Authority (Firm Reference Number: 114694) and KW Investment Management Limited (Companies House Number: 06931664) regulated by the Financial Conduct Authority (Firm Reference Number: 506600) with a registered office at 10-11 Austin Friars London EC2N 2HG. KW Investment Management Limited is also regulated in South Africa by the Financial Sector Conduct Authority (Firm Reference Number: 46775). Both companies are wholly owned subsidiaries of Kingswood Holdings Limited which is incorporated in Guernsey (registered number: 42316) and has its registered office at Mont Crevelt House, Bulwer Avenue, St. Sampson, Guernsey, GY2 4LH.*