YOUR PLATFORM TERMS AND CONDITIONS

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Introduction

YOUR Platform is an online wealth management service that is hosted at **YOUR-Platform.co.uk** and includes all pages and sub-domains, which may, from time to time, include other external pages which have been identified by us, as forming part of the Platform (the **Platform**).

These terms and conditions include the Schedules, the Platform Charges Schedule, the Custody Schedule and any document incorporated by reference (the **Terms**). The Terms form the terms and conditions on which YOU Asset Management Limited (**we, us, our**) agree to provide the Platform, Platform Account, Investment Account and/or any associated services (**you, your**).

YOU Asset Management Limited is authorised and regulated by the Financial Conduct Authority (**FCA**) with firm reference number 543459. Our details can be checked on the Financial Services Register (https://register.fca.org.uk/).

The Platform is only available to you via a firm that is authorised by the FCA and that you have appointed to provide you with financial advice and to operate your Platform Account (the **Adviser Firm**). Your Adviser Firm must have entered into a separate agreement with us. In this document any reference to financial advice will include provision of any advice provided from a suitable regulated individual or business, including when provided from a digital or algorithm-based service.

You may also appoint (or the Adviser Firm may appoint for you) a firm that is authorised by the FCA to manage investments to provide you with discretionary investment management services in relation to your Investment Account on the Platform (the **DFM**). If this is the case, the DFM must enter into a separate agreement with us. In some circumstances, we may act as your DFM, in which case we will enter into a separate agreement with you in respect of our appointment as DFM.

Your Adviser Firm is responsible for all the advice and financial planning services that you request and the DFM, where appointed, will manage your investments. We have no responsibility to review your Platform Account and do not provide advice about the suitability of any Investment Account or the investments you hold within it.

By accepting these Platform Terms & Conditions, you agree that you will enter into a separate agreement between you and your Adviser Firm and/or your DFM, to give your Adviser Firm and/or your DFM all necessary authorisations and consents for them to act on your behalf in relation to the Platform in accordance with and subject to these Terms, including authorising your Adviser Firm to:

(a) give instructions to us via the Platform on your behalf;
(b) receive information, reports and notices from us which your Adviser Firm will pass on to you as appropriate and applicable; and

(c) instruct us, including in respect of the transfer of Cash or Assets, to meet your settlement or other obligations and/or to transfer your Cash and Assets to another custodian of your choice.

We have appointed Seccl Custody Limited to provide the Platform technology and Seccl also undertakes the execution and Settlement of investment trades for you. We have also arranged for Seccl as Custodian to hold your Cash and Assets safely, subject to the terms set out in Schedule 1 (Custody Terms). Seccl is authorised and regulated by the FCA with firm registration number 793200.

For the avoidance of doubt, your Adviser Firm and any DFM that is instructed remain responsible for their acts and omissions and their regulatory compliance. If you have any concerns about the suitability of your Platform Account or any Investment Account, you should contact your Adviser Firm or DFM in the first instance. We do not provide any advice and will not assess the suitability of investments for you. You should seek your own financial, legal or tax advice from your Adviser Firm or another suitably qualified professional. We are not responsible for any loss resulting from advice that you receive from your Adviser Firm or any other professional.

Important Information

These Terms provide you with important information you need to know before you use the Platform and so you should read them carefully and keep them safe. You should also review any document referred to in these Terms carefully, such as the Key Features documents and our policies (for further information on our policies please refer to clause 20 of Section A). If you have any queries about these Terms, you should contact us or seek independent legal advice.

Terms that apply generally to both our Platform and the Investment Accounts available through it are provided in Section A. Additional terms that apply to specific Investment Accounts are provided in Sections B to D.

These Terms, any subsequent versions and any subsequent correspondence will be in English and will be available to view on the Platform. These Terms are also available on our website at YOUR-Platform.co.uk/terms-conditions . We may vary these Terms and our charges in accordance with clause 17 of Section A.

These Terms are split into three sections:

Section A: Contains the terms that apply to your use of the Platform and the Investment Accounts.
Section B: Contains additional terms that apply to Individual Savings Accounts (**ISAs**).
Section C: Contains additional terms that apply to YOUR SIPPs (**SIPPs**)

Contacting us

Please continue to use your Adviser Firm as your first point of contact. You can also contact our Client Services team as follows:

- Telephone: 0345 094 2255 (09:00 to 17:30 Monday to Friday)
- Email: Questions@YOUR-Platform.co.uk
- Website: www.YOUR-Platform.co.uk

Section A – Applicable to all Platform Accounts

Definitions
The following words and expressions had particular meanings:

Adviser Firm: has the same meaning as in the Introduction section.
Adviser Charges: means any fee which you have agreed to pay to your Adviser Firm and which is facilitated through your Investment Account(s).
Annual Management Charge: means the annual charge made by a fund manager on the units held under a unitised policy. These charges are generally made to reflect the cost of managing the investments within the Fund and expressed as a percentage of the value of the Fund.
Applicable Law: means all laws, rules and regulations applicable from time to time to party in relation to these Terms, including the FCA Rules.
Assets: means the assets and investments available to be held through your Platform Account.
Available Cash Balance: means the cash balance available within your Investment Account(s) at any given time.
Bank: means the deposit-taking institution nominated by the Custodian from time to time.
Benefit: means an actual or prospective entitlement to any benefit from YOUR SIPP.
Business Day: means any day when the London Stock Exchange is open for business.
Cash: means any cash balances, distributions and other amounts received or receivable as cash in your Investment Account(s) from time to time.
Charges: means any charges payable in connection with your Investment Account(s). This includes the Your Platform Account Charge, DFM Charges and Adviser Firm Charges.
Client Account: means the bank account opened by the Custodian with the Bank in which client money is held subject to the FCA's client money rules.
Contract Note: means the evidence that a client has bought or sold an Asset including, the Assets traded, the price received and the date on which the transaction was executed.
Corporate Action: means an event which brings change to an Asset including but not limited to rights issues, stock splits, mergers and name changes.
CREST: means the computer-based system which enables Assets to be held and transferred in un-certified form, and which is operated by Euroclear.
Custodian: means Seccl Custody Limited, which is a company authorised in England with company registration number 10430958 and registered address 20 Manvers Street, Bath, United Kingdom, BA1 1JW or any successor appointed by us. The Custodian is authorised and regulated by the FCA with firm reference number 793200.
Custody Terms: The Custodian's Custody Terms set out at Schedule B.
Data Controller/Data Processor: have the meanings given to them under Data Protection Legislation.
Data Protection Legislation: means the Data Protection Act 2018 and all other Applicable Law and best practice relating to the processing of personal data and privacy.
Dilution Levy: means an extra charge levied by Fund managers when you buy or sell units in a Fund. The Charge is designed to offset any potential effect on the value of the Fund of such transactions and is most likely to apply if the size of an individual transaction represents a significant proportion of the relevant Fund.
DFM: has the same meaning as set out in the Introduction section of these Terms.

DFM Agreement: means an agreement either between you, or an Adviser Firm acting as agent on your behalf, and a DFM that allows the DFM to provide investment portfolio management services on your Investment Account(s).
DFM Charges: means the fees payable to the DFM as agreed between the DFM and you or the Adviser Firm, acting as agent on your behalf.
Exchange: means a recognised firm whose purpose is to allow listing and trading of Exchange-Traded Assets (for example the London Stock Exchange).
Exchange-Traded Asset: means any sterling denominated security available to you via the Platform. This may includes: shares, warrants, permanent interest bearing shares, gilts, corporate bonds, exchange-traded funds, exchange-traded commodities, investment trusts, or any other exchange-traded asset available to you within your Investment Account(s) on the Platform.
FCA: means the Financial Conduct Authority or any successor body.
FCA Rules: means the FCA's Handbook of Rules and Guidance as amended from time to time and all other rules, regulations, codes or guidance issued by the FCA
FSCS: means the Financial Services Compensation Scheme; the compensation fund of last resort for Clients of authorised financial services firms. If a firm is unable, or is unlikely to be able, to pay claims against it, the FSCS may be able to pay compensation to the firm's clients, subject to its rules on eligible claims
Fund: means an FCA authorised investment fund available on the Platform
GIA: means a General Investment Account, which is an Investment Account subject to taxation.
HMRC: means HM Revenue & Customs or any successor body.
Income: means all payments received by you as taxable income distributed from your Assets (e.g. dividends and interest) and any tax reclaimed on UK Assets from HMRC on your behalf.
In-Specie: means transferring the ownership of an asset without the need to convert the asset to cash.
Investment Account: means any GIA, ISA, YOUR SIPP, or TPPA held on the Platform.
ISA: means an Individual Savings Account managed under the ISA Regulations.
ISA Manager: A person who is approved by HMRC for the purposes of the ISA Regulations as an account manager, as detailed in Section B ISA Terms
ISA Regulations: means Individual Savings Account Regulations 1998.
Joint Account: means an Investment Account set up in the joint names of two or more people.
Market Timing: means circumstances where, for a short period, Asset pricing does not yet reflect a potentially significant market impact. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before being re-priced.
Message Hub: The secure portal on the Platform for passing communications between us and you, and between us and your Financial Adviser or DFM.
Minimum Cash Balance: means the minimum level of Available Cash Balance that must be held in your Account under these Terms to meet Charges as they fall due.
Model Portfolio: means a defined collection of Assets and Cash set up in order to achieve a stated investment strategy. Model Portfolios will reflect a particular risk profile. For example, a Model Portfolio may be created that suits a Client with a cautious attitude to risk and will invest in Assets (in appropriate proportions) that are aimed to be consistent with a cautious attitude to risk.
Nominated Account Holder: the natural person nominated by a non-natural person to provide us with instructions and that has authority to make all decisions in respect of the Platform Account.

Nominated Bank Account: means a UK bank or building society account where you are the named holder and which you have specified as the account to which any amounts under these Terms are payable to you.
Nominee: means Digital Custody Nominees Limited, which is a company registered in England with company registration number 11077292 and registered address 20 Manvers Street, Bath, England, BA1 1JW and is a wholly owned subsidiary of Seccl Custody Limited, or any successor Nominee as appointed by us or the Custodian.
Order Execution Policy: means the document setting out the approach we will take when executing investment instructions, in order to establish the best possible result for you in accordance with Applicable Law.
Pension Account: means any pension held on the Platform.
Pension Provider: means the entity appointed by us from time to time to administer your SIPP.
Platform: has the same meaning as set out in the Introduction section of these Terms.
Platform Account: means the account on the Platform that we open in your name following Onboarding to record Assets that you purchase that allows you to administer and hold your Investment Accounts, including the underlying Assets and money held within them.
Platform Account Charge: means the charges payable by you in relation to the Platform, as detailed in the Platform Charges Schedule.
Platform Charges Schedule: the Schedule setting out the Platform Account Charges that can be accessed at www.YOUR-Platform.co.uk/our-charges
Onboarding: has the meaning set out in clause 2.2.
Qualifying Investment: means an Asset that qualifies for investment in a Stocks and Shares ISA under the ISA Regulations.
SIPP: means the YOUR SIPP, which is a personal pension account, administered by the Pension Provider and available solely through the Platform with access to a wide range of Assets.
Security Details: means any username and/or password (or other security items as implemented from time to time) issued to you by us in order to uniquely identify you on the Platform.
Settlement: means the process by which Assets such as Exchange-Traded Assets and Funds are delivered from one party to another that involves the contractual exchange of these Assets and Cash from buyer to seller.
Stocks and Shares ISA: means a type of ISA that is a tax efficient Investment Account for your Assets.
Sub-Account: means a pot within any Investment Account that can be named to identify and align it to specific financial objectives or goals.
TPPA: means a Third-Party Provider Account, which is an Investment Account which contains Assets and is a constituent part of an investment product provided by a third party.
Units: means income or accumulation units, or shares of any class, in a Fund, including any fractions or decimals of units.
US Person: means any natural or legal person that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or Internal Revenue Code as amended from time to time.
Valuation Point: means the dealing time utilised by Fund managers to price units that are either bought or sold.

Valuation Statement: means a statement provided for you every three months that details all of the activity on your Investment Account in that period. This will include all Charges paid out of your Investment Account during that same period.
WBS: means Winterflood Securities Limited trading as Winterflood Business Services (WBS), which is a company authorised in England with company registration number 02242204 and registered address The Atrium Building, Cannon Bridge, 25 Dowgate, London, EC4R 2GA. WBS is authorised and regulated by the FCA with firm reference number 141455.

1. Interpretation

1.1. References to clauses, sections and schedules are references to clauses, sections and schedules to these Terms.
1.2. Headings are included for ease of reference only and shall not affect the interpretation of these Terms.
1.3. Unless the context requires otherwise, words in the masculine include the feminine and words in the singular include the plural and vice versa.
1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
1.5. Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted and shall include any order, regulation, instrument, bylaw or other subordinate legislation made under it from time to time.
1.6. A reference to **writing** or **written** includes email, messages sent via the Messaging Hub and post.
1.7. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
1.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done

2. Onboarding and Our Relationship

2.1. These Terms commence when we have confirmed that you have completed Onboarding.
2.2. Prior to these Terms commencing you must complete the application process set out on the Platform and we, in our absolute discretion shall decide whether you have successfully completed the process and we shall not be liable to you for any losses, damages or costs arising from any such decision (**Onboarding**). Please note the further eligibility requirements that form part of Onboarding for ISA Accounts and YOUR SIPP set out in Section B and C and that there may be further eligibility criteria for certain Assets which it is the Adviser Firm's responsibility to check.
2.3. Onboarding shall include verification of your identity and permanent address and anti-money laundering checks. We use online verification systems to establish your identity, which use information about you obtained from credit reference agencies and other trusted sources. In using the Platform, you consent to electronic verification. Further details can be found on our website (www.YOUR-Platform.co.uk/privacy-policy). Your Adviser Firm will have to perform its own verification process on your identity and address and agrees in the separate

agreement that it has entered into with us to provide us with any further evidence of your identity that we may require in order to comply with our responsibilities under UK anti-money laundering legislation.

2.4. If you are over 18 and are not a US Person, you may apply for any one of the following types of Investment Accounts provided you are eligible to do so under Applicable Law:

2.4.1. GIA;

2.4.2. Stocks and Shares ISA;

2.4.3. Stocks and Shares Junior ISA;

2.4.4. SIPP.

2.5. Two or more individuals may apply for a Joint Account in which case:

2.5.1. you agree that we can accept instructions from any one of you as validly being given on behalf of both of you;

2.5.2. payments out of the Joint Account will be made to the bank account details provided on the Platform;

2.5.3. Changes to the bank account details held for payments from a joint account will require confirmation of both holders if the bank account is not in the name of both parties.

2.5.4. If one of you dies, the Joint Account will pass into the name(s) of the surviving Joint Account holders, and we will accept instructions from the surviving Joint Account holders or an Adviser Firm or Discretionary Fund Manager appointed on their behalf only;

2.5.5. you will owe your obligations to us, including being responsible for any amounts owing on your Joint Account jointly and severally, which means that if one of you is unable to repay the money owing, the other individuals can be required to pay the amount due in full.

2.6. Persons that are not natural persons may apply for a non-individual Platform Account provided that they are not a US Person and are either a corporate entity or the trustees of a trust in which case you must nominate a natural person during Onboarding to be your Nominated Account Holder.

2.7. You may ask us to accept instructions from a third party by providing us with written notice. If we agree to accept the third-party instructions, we will need to perform anti-money laundering verification checks on the third party before accepting instructions from them. Where a third party is acting under a power of attorney, we will require a copy of the power of attorney, certified by a solicitor, accountant or Adviser Firm before we can accept instructions. The person certifying must be different from the attorney.

2.8. We will treat you as a retail client, which means you benefit from the highest degree of protection. You have a right to request an alternative categorisation, but we are not obliged to agree to it.

3. Responsibilities

Our Responsibilities

3.1. We aim to make our Platform available 24 hours a day, but we cannot guarantee that it will always be available. We may restrict and/or change the hours and time of operation of any of the aspects of the Platform. Where reasonably practicable we will

give advance notice of this, but this may not always be possible and/or practical for business reasons.

3.2. The Platform may be temporarily unavailable or restricted for routine, administrative, maintenance or other reasons. If this happens, we will try to restore availability as soon as possible. You may also be unable to access the Platform because of the in-operation, inefficiency or unsuitability of your equipment and/or the internet or other telecommunication services which are outside of our control.

3.3. We do not accept any liability for any loss or damage arising out of or in connection with such service disruption.

3.4. We try to ensure that the information available on the Platform at any one time is accurate and not misleading. However, the Platform does contain links to other websites and resources provided by third parties for which we are not responsible, and we accept no liability for any loss or damage arising from the use of these websites or inaccuracy, errors or omissions in the information provided by third parties.

Your Responsibilities

3.5. You agree not to copy, reproduce or redistribute, in whole or in part, any information or data contained as part of the Platform except for the purposes of accessing and using the Platform for your own personal use. Information on the Platform is subject to copyright with all rights reserved.

3.6. You agree not to use the Platform for any illegal or improper purpose including, without limitation, the transmission of defamatory or obscene material. You shall fully compensate us in respect of any loss suffered by us as a result of any breach of this prohibition by you.

3.7. You will comply with these Terms and provide us with any information that we reasonably require to open and operate your Platform Account.

3.8. You agree that we may accept all instructions provided by the Adviser Firm or DFM on your behalf as if those instructions were made by you.

3.9. You agree to inform us immediately if any of the information you provided during Onboarding or subsequently on the Platform was or becomes incorrect or requires updating, including if you end your relationship with your Adviser Firm and/or DFM or appoint another Adviser Firm and/or DFM. If you cease to meet any of the eligibility criteria in Onboarding, we may, at our sole discretion, stop your access to the Platform and terminate these Terms in accordance with clause 18.

3.10. The Platform is designed to be used by Clients who receive financial advice from an Adviser Firm. Where permitted and where you buy, sell or exercise any rights in respect of Assets without the advice of an Adviser Firm, you take sole responsibility for this action and accept and acknowledge the risks involved in these transactions.

4. Cash payments

4.1. All Cash payments must be made in sterling from your Nominated Bank Account and can be paid by BACS, CHAPS, Direct Debits and standing orders. Lump sum and regular contributions must be paid into your Investment Account electronically.

4.2. If a Direct Debit is rejected by our Custodian's Bank, we will remove the payment amount from your Investment Account. We will not be liable to you for any loss you may suffer arising from this.

4.3. Payments should quote INVST and the Investment Account to which you wish the payment to be applied, for example 'INVST–054321XYZ'. If we are unable to identify

the Investment Account a payment should be paid into, the payment will be returned to the originator within 10 Business Days. No interest will be paid on the payments returned. We will not be liable to you for any loss you may suffer arising from this.

4.4. All Cash held in your Platform Account will be placed with a number of deposit takers. Where these deposits pay interest there will be interest payable on the cash held on the platform, details on interest rates applicable can be obtained by contacting us. Interest will accrue daily and will be paid monthly to each platform account.

4.5. You must hold a Minimum Cash Balance in each Investment Account.

4.6. If your Available Cash Balance is below the amount required to meet any fees and charges, we will sell part of your Assets held within the relevant Investment Account, in accordance with Clause 4.5 to restore the Available Cash Balance.

4.7. We will not accept any liability where a sale under 4.6 above is made at a disadvantageous time, has a material effect on the balance of Assets within a Portfolio, or if you incur any tax liability.

4.8. Where we are required to sell Assets to restore your Available Cash Balance, we will:

4.8.1. sell enough Assets to restore the Available Cash Balance. If there are restrictions imposed on the number of shares or units which may be sold at one time, then the number of shares/units sold may be significantly higher than is required to restore the Available Cash Balance;

4.8.2. sell sufficient Assets from the largest available daily traded Asset holding downwards (this may include Assets which have been restricted. Where insufficient daily traded Assets are held, we will sell from the largest remaining available Asset holding downwards);

4.8.3. only sell holdings in whole shares/units for Exchange Traded Assets and will round up to the nearest share/unit.

4.9. You can make regular monthly contributions into your Investment Account(s), which can be kept in cash or automatically invested into Assets.

4.10. Regular contributions can be made in line with our processes as amended from time to time. Partial trades will not be placed. You are responsible for ensuring your Available Cash Balance is sufficient five Business Days before a regular investment is due to be made. If your Available Cash Balance is not sufficient, your investment will not take place.

4.11. Investments will be made in accordance with our Order Execution Policy.

4.12. Regular investment instructions will continue to be executed until varied or stopped by you, which you can do by contacting your adviser or us directly by email or phone.

5. Holding of Client Money and Ownership and Custody of Assets on the Platform

5.1. We do not hold client money or act as custodian of your assets. Instead, this service is provided by the Custodian. By accepting these Terms, you agree to the Custodian's terms set out at Schedule B and as amended from time to time. We are not responsible for supervising the Custodian and shall not be liable for the acts or omissions of the Custodian.

5.2. We do not provide custody services for you but have arranged for the Custodian, Seccl Custody Limited, to do so. You therefore have a direct relationship with the Custodian for the custody of your investments, governed by the Custody Terms in Schedule 1.

5.3. It is important that you read the Custody Terms as they are legally binding on you and create direct contractual rights and obligations between the Custodian and you by applying for a Platform Account, you consent to the appointment of Seccl and the Custody Terms.

5.4. Cash held in your Platform Account may be placed with a number of banks, in interest bearing accounts. You may therefore receive interest on any Cash held in your Platform Account at the prevailing rate from time to time offered by such deposit takers. Please refer to Schedule 1 for further details

6. Buying and Selling Assets via the Platform

6.1. We offer a variety of Assets for you to invest in that may vary from time to time including

6.1.1. Funds;

6.1.2.Exchange-Traded Assets

6.2. Not all of the Assets available on our Platform are always available on all Investment Account

6.3. There are risks associated with investing which depend on the Assets you choose. For more detailed information please refer to the YOUR Platform Key Features document as well as the relevant documentation for your chosen Assets, such as a Key Investor Information Document. Your Adviser is responsible for ensuring that any Assets that you choose are suitable for you and that you are eligible to invest in that Asset. If there is anything that you do not understand or agree with, you should discuss this with your Adviser before investing. The fact that an Asset is available does not imply that the Asset is suitable to your need

6.4. We may add or remove the Assets available to you through our Platform at our sole discretion

6.5. We do not carry out execution, clearing or Settlement of transactions to buy or sell Assets on the Platform, but have arranged for Seccl Custody Limited (Seccl) to provide these services to you. You therefore have a direct relationship with Seccl for execution, clearing and Settlement, governed by the relevant terms of these Platform Terms & Conditions (including in sections 14 to 16 below). It is important that you read sections 14 to 16 carefully as they are legally binding on you and create direct contractual rights and obligations between us and you and between Seccl and you. By applying for a Platform Account, you consent to the appointment of Seccl and the relevant terms of these Platform Terms & Conditions (including in section 14 to 16 below)

7. Instructing us to buy or sell Assets

7.1. Order instructions to buy or sell Assets must be provided online via the Platform. Once we have received your order instructions, we will transmit them to Seccl. Telephone and written instructions will only be accepted at our discretion and on a recorded line and usually where the order cannot be undertaken online

7.2. Orders placed through the Platform may be sent automatically to an execution venue without being considered by any member of our or Seccl's staff.

7.3. When your Adviser or DFM places an order on your behalf, it is their responsibility to ensure that there is sufficient Cash in your Investment Account to buy an Asset. Neither we nor Seccl are responsible for any loss you may suffer due to a delay to the

processing of your order caused by there being an insufficient Available Cash Balance in your Investment Account. Seccl will only place an order on your behalf once Cash is available in your Investment Account. Some Assets are categorised as complex Assets in accordance with the Applicable Law. If you have appointed an Adviser Firm and they permit you to open an Investment Account and trade without their advice you will be an Execution-only Client for the purposes of this Investment Account

7.4. You agree that your Adviser, and where applicable your DFM, is authorised to provide us with instructions on your behalf

7.5. Instructions to us to buy and sell Assets on your behalf will be transacted directly by Seccl with the third party concerned (such as a Fund manager), in accordance with Seccl's Order Execution Policy at Schedule 2. By applying for a Platform Account you consent to Seccl's Order Execution Policy, which is designed to ensure that Seccl obtains the best possible result for you in accordance with Applicable Law.

7.6. Seccl will exercise all reasonable professional care in the execution of deals and selection of brokers, banks and other third parties whom Seccl may from time to time instruct and neither we nor Seccl shall incur any liability whatsoever to you for any loss or diminution in the value of Assets as a result of their actions unless we fail to do so. If we or Seccl make an error, we will correct your Investment Account accordingly. We will ensure that our action to correct the matter will be fair to you.

7.7. Seccl will exercise all reasonable professional care in the execution of deals and selection of brokers, banks and other third parties whom Seccl may from time to time instruct and neither we nor Seccl shall incur any liability whatsoever to you for any loss or diminution in the value of Assets as a result of their actions unless we fail to do so. If we or Seccl make an error, we will correct your Investment Account accordingly. We will ensure that our action to correct the matter will be fair to you.

7.8. Some orders may be aggregated and a bulk deal placed. Seccl's Order Execution Policy governs the placement of such deals. When orders are disaggregated, there may be penny rounding differences which cannot be allocated at a Client level. Where this occurs, Seccl will pay any such roundings to a registered charity annually

7.9. You may be able to cancel an unexecuted order on your Investment Account via the Platform. However, please note that there may be a slight delay between the order being executed and it then being removed from the list of pending deals on the Platform. It may not therefore always be possible to cancel an order shown as pending. And in that case, you may have to buy or sell the Asset again and you may not get back the original value of your investment.

7.10. We or Seccl may cancel a transaction without notice where it is believed there is a valid reason, including where we or Seccl are requested to do so by a third party involved in executing a transaction such as an exchange (like the London Stock Exchange) or a counterparty. Neither we nor Seccl will be liable for any loss you incur as a result of the c in such circumstances

7.11. We and Seccl reserve the right to reject an order. For example, levels of trading are actively monitored and acceptance of orders from Clients who have a history of excessive trading or whose trading has been disruptive may be refused.

7.12. Certain Assets may have a minimum trade value. Consequently, a trade placed for less than this amount will be rejected, and we will inform you or your Adviser by email.

7.13. In instances where a payment to your Investment Account is unpaid for any reason, you will be held accountable for any loss that may arise due to market movement

7.14. You can instruct us and Seccl to 'raise a trade' based on the end of day price of the asset of the preceding business day, up to a maximum of 80% of the asset value. At the point that the trade executes, if you have insufficient units/shares to raise the requested amount, based on the current day's price, the trade will not be executed. In this scenario you will be required to re-request the trade based on the new prices. We will only require the trade to be re-requested if, the difference in the price at the point of execution is greater than 20% from when the trade was instructed.

7.15. We reserve the right to remove the 'raise a trade' feature or change the maximum price variance at which a trade needs to be re-requested/re-booked.

7.16. You are not permitted to trade to take advantage of "market timing". This covers circumstances where, for a short period, Asset pricing does not yet reflect a potentially significant market impact. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before being re-priced. Seccl will discuss suspected market timing activity with relevant third parties (such as Fund managers and stockbrokers) and adjustments may be applied after trades to account for major market movements.

7.17. Where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation we and Seccl reserve the right to defer Settlement. We may also ask you for additional documentation if required by us or third parties under UK anti-money laundering legislation and guidance.

7.18. Where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation we and Seccl reserve the right to defer Settlement. We may also ask you for additional documentation if required by us or third parties under UK anti-money laundering legislation and guidance.

7.19. For Funds, Seccl delivers Assets or the proceeds of a sale to your Investment Account when the trade Settles.

7.20. The proceeds of the sale of an Asset will usually only be paid to your Platform Account or to [a UK bank account in your name]. In some instances, Seccl may agree to pay the proceeds to another company appointed by you to act on your Platform Account, for example an FCA regulated company or a solicitor that operates a client money account.

7.21. Seccl will place any order in good faith and will assume you have understood that money placed in Assets outside the UK regulatory regime may not provide the same protection as UK Assets. For further information please refer to your Adviser and clause 34.

7.22. Seccl's policy in respect of the use of proceeds from the sale of Assets is as follows:

7.22.1. Cash proceeds from confirmed (but not Settled) sales can be used to buy both new Assets or new investments in Model Portfolios.

7.22.2. For investments outside of a Model Portfolio, new Asset purchases which have been confirmed (but not Settled) can be sold. However, for Model Portfolio rebalances, new Asset purchases must be Settled before being sold Seccl reserves the right to vary any aspect of the above policy without notice

7.23. Seccl has discretion to apply Cash to an Investment Account on a day other than a Business Day. After you have made your investment, Seccl may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty)

8. Buying and Selling Funds via the Platform

8.1. Once cleared Cash is available in your Investment Account, Seccl will try to place any trades within the next two Valuation Points. For some Funds the next available Valuation Point may be later than one Business Day after the order has been placed.

8.2. Some Funds available on the Platform are dual priced. The price Seccl trades at for these Funds may be different to the price listed at a particular point in time on the Platform. It is you, your Adviser's or your DFM's responsibility to research the pricing of any Funds you select

8.3. Fund managers may automatically correct pricing errors and not inform Seccl if it is below 0.5% of the Fund value. There may be some occasions when your order is sold at the erroneous price, and the Fund manager will not correct the price.

8.4. Some Fund managers will only accept purchases or sales to the nearest decimal place as specified by them. In such circumstances there may be small residual amounts of Cash which will be retained within your Investment Account.

8.5. Settlement of a Fund sale will take place on the intended Settlement date at the point of execution

8.6. Please speak to your Adviser for more information on specific terms relating to Fund trading and pricing or contact our Client Services team

9. Buying and selling Exchange-traded assets via the Platform

9.1. Settlement of Exchange-Traded Asset transactions will be undertaken via CREST. CREST is the computer-based system which enables Assets to be held and transferred in un-certified form, and which is operated by Euroclear. Each CREST transaction will normally be Settled no later than two Business Days after the transaction date and following receipt of all the required documentation

9.2. Some Exchange-Traded Assets may only be traded to a 'lot size' specified by the issuer.

9.3. We cannot accept trades that do not Settle in sterling in CREST. Overseas Exchange-Traded Assets available on the Platform must have an arrangement with CREST that allows them to be Settled in sterling. If a foreign exchange rate is applied to a trade, this rate will be provided by the relevant third party at the point of execution of the trade

9.4. Prices of Exchange-Traded Assets displayed within your Investment Account reflect the latest daily and end-of-day prices respectively. Some Exchange-Traded Assets price less frequently (for example monthly). These prices should therefore only be used as an indicative price

9.5. Seccl will actively monitor Asset price movement and apply controls such as price tolerance checking. For example, where Asset prices move by greater than 5% from the previous Valuation Point

9.6. Seccl will not

9.6.1. Deal in suspended Exchange-Traded Assets

9.6.2. Accept short positions; or

9.6.3. Undertake stock lending

10. Auto-invest Option via the Platform

10.1. You can make regular monthly contributions that can be auto invested. For Exchange-Traded Assets, the minimum is the amount of the last known whole share price

10.2. Regular contributions will be made on the 1st, 7th, 14th, 21st, or 28th calendar day of each month (or the next applicable Business Day) as chosen by you. For Exchange-Traded Assets, partial trades will not be placed.

10.3. Regular contribution instructions and auto investments will continue to be executed until varied or stopped by you via the Platform

11. Model Portfolios

11.1. Model Portfolios may be created by your Adviser Firm (either in their capacity as your Adviser Firm or in the capacity of a DFM) or by a third party DFM. Model Portfolios can then be linked to your Investment Account and your Assets managed in accordance with the Model Portfolios. You can invest some or all of your Assets in a Model Portfolio.

11.2. You must consent to Model Portfolios created by your Adviser Firm where they are not acting as a DFM. Your consent will also be required to any periodic balancing of your portfolio to realign Funds within Model Portfolios or to any changes to the composition of an Adviser Firm's Model Portfolio or you will no longer be able to be linked to a Model Portfolio. DFMs manage Model Portfolios with discretion.

11.3. You may hold Assets in more than one Model Portfolio at the same time within your Investment Account, but where your Investment Account contains different Sub-Accounts, each Sub-Account can only invest Assets in one Model Portfolio at a time.

11.4. When operating a Model Portfolio in which you have invested Assets, your Adviser Firm (either in their capacity as your Adviser Firm or, where applicable, as a DFM) or a third party DFM may, from time to time, instruct us to buy or sell Assets. For example, they may buy and sell Assets such as Funds to realign these Model Portfolios to certain proportions.

11.5. Depending on the investments held within a Model Portfolio, and the timing of confirmation receipts across those investments, there is the possibility that clients within a Model Portfolio may not receive the same execution price for purchases of further investments within the same Model Portfolio, owing to such timing differences. Please refer to the Order Execution Policy for further details of our approach to the handling, aggregation and allocation of client orders.

11.6. If your Assets are no longer linked to a Model Portfolio, you will remain invested in these Assets and no further rebalancing of Assets will take place. Your Adviser Firm can explain the implications of this to you.

11.7. Your Adviser Firm and, where appointed, your DFM, are responsible for monitoring and ensuring that any Model Portfolio matches the predetermined investment strategy and risk profile you have agreed with your Adviser Firm or DFM.

12. Withdrawals and transfers from your Platform Account

12.1. Any withdrawal or transfer requests are subject to the Settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much the tax, Charges or other amounts will be, we may retain an amount of Cash that we feel is reasonable and appropriate. Any remaining Cash will then be paid to you or

transferred out. If payment to you results in full removal of the Investment Account balance (for both Cash and Assets), we will close your Investment Account immediately on settlement of the withdrawal. If payment to you results in full removal of the last Investment Account balance, we will close your Platform Account immediately on settlement of the withdrawal.

12.2. Subject to the Applicable Law and the applicable terms and conditions for the Investment Account you wish to make withdrawals from:

12.2.1. you can make one-off and/or regular withdrawals;

12.2.2. regular withdrawals can be paid monthly. They can only be paid into your Nominated Bank Account and will only be paid on a Business Day. Withdrawals must be a specified amount in sterling;

12.2.3. if there is insufficient cleared Cash in your Investment Account on the date that a withdrawal payment is due to be made, the payment will not be made

12.3. Please refer to Section C for details on how payments can be paid from your SIPP.

12.4. You may be able to transfer out the cash value of your existing Assets with us, or your existing Assets to another provider (In-specie transfer or re-registration).

12.5. The ability to re-register Assets will depend on the receiving provider offering the exact same assets and share classes in the Investment Accounts to which you want to re-register them. We reserve the right to recover any re-registration costs that we incur in the re-registration process for example, where we have been charged by the new provider.

12.6. Transfer requests may be initiated by giving instructions to your Adviser Firm or the receiving provider. In the event of transferring Assets from your Investment Account, you must cease all trading on your Investment Account in those Assets.

13. Transfers between Platform Accounts and Investment Accounts

13.1. You authorise us to accept Cash transfer requests from your Adviser Firm for transfers between Investment Accounts within your Platform Account

13.2. Your Adviser Firm must obtain your authorisation to conduct transfers from your Investment Account and for ensuring any transfer is in accordance with the Applicable Law. We do not accept any liability for any tax or other Charges that apply to or arise as a result of any transfer made.

14. In-Specie Asset transfers/Re-registration

14.1. You may be able to transfer-in, but we are not obliged to accept, existing assets held in your name or from another provider into your Investment Account without us imposing any additional charge, where the terms of the Investment Accounts you have with us permit this and where it is possible for the particular assets.

14.2. You may be able to transfer, but we are not obliged to accept, the ownership of an asset "in-specie" without us imposing any additional charge, which means transferring the ownership of an asset from one person to another without the need to convert the asset to cash.

If you choose to transfer existing assets into your Investment Account from other parties, we will rely on those third parties providing adequate and accurate information regarding your assets. We cannot be held liable for any loss or damage suffered by you incurred due to inaccuracies, delays or failures by these third parties in providing us with information or the assets themselves.

15. Corporate Actions and reports

15.1. Assets in which you invest may be affected by Corporate Actions. Some Corporate Actions require a choice to be made in respect of your holdings in a particular Asset, which is known as an election.

15.2. Where we are aware of a Corporate Action requiring election, we will contact your Adviser Firm or DFM detailing your election options within 10 Business Days of us receiving full details of the Corporate Action. If we do not receive instructions before the election deadline, we will apply the default option as outlined in our communication.

15.3. Where a Corporate Action does not require election, we will inform your Adviser Firm or DFM of the details within 10 Business Days after the effective date of the Corporate Action.

15.4. Where a DFM has been appointed to manage your Assets (such as in a Model Portfolio) all Corporate Action communications will be notified electronically to your Adviser Firm and the DFM.

15.5. If an instruction from you, your Adviser Firm or DFM, and relating to an election, requires additional payment (such as a rights issue), then the giver of the instruction is responsible for ensuring there is sufficient Available Cash Balance in your Investment Account before the election deadline. Otherwise, we will exercise the default option. We are not responsible for any loss you may suffer due to us not being able to process the instruction because there is insufficient Available Cash Balance in your Investment Account.

15.6. If a Corporate Action results in a change to an Asset or creates Assets that cannot be held by us, we reserve the right to return the Asset to you if the terms of the Investment Account allows this. If we cannot hold the Asset, we may request that your Adviser Firm or DFM sells or switches out of the Asset before the election deadline.

15.7. Certain Corporate Actions (e.g. consolidations of listed securities) may result in fractional allocations of shares and/or Cash distributions which cannot be held on the Platform. For example, if a consolidation applied 1 share for every 10 held, this could result in a fractional entitlement. Fractional entitlements will be sold where possible, and the Cash proceeds credited to your account within 10 Business Days of us receiving the Cash.

15.8. We will not forward company reports relating to your Assets. These should be obtained from your Adviser Firm. We are also unable to pass on to you any shareholder perks relating to Assets held by you.

15.9. We will not contact you, your Adviser Firm, or DFM (if applicable) regarding shareholders' or unit holders' meetings or to vote. If you wish to attend these meetings or vote, please speak to your Adviser Firm.

16. Charges

Our Charges

16.1. Charges applicable to your Platform Account will depend on a number of factors including:

16.1.1. the value of your Investment Account(s);

16.1.2. the Investment Account(s) in which you invest;

16.1.3. the Assets in which you invest; and

16.1.4. the terms of your agreement with your Adviser Firm; and

16.1.5. the terms of your agreement with your DFM (where applicable).

16.2. For details of the latest Charges applying specifically to your Platform Account please speak to your Adviser Firm.

16.3. Our charges are set out in the Platform Charges Schedule as amended from time to time in accordance with clause 17.

16.4. We apply our charges on the value of the total Assets and Cash held in your Platform Account; this includes any Assets suspended from trading. See clause 20.11 for how we value suspended assets.

Adviser Firm and DFM Charges

16.5. You must agree with your Adviser Firm the amount you will pay them for advice and other services they provide to you. You must also decide whether any Adviser Firm Charges are to be deducted from an Investment Account or settled directly between you and your Adviser Firm.

16.6. We will process Adviser Charges in line with instructions submitted to the Platform. This includes any instructions relating to ad-hoc Adviser Charges or a change in the ongoing Adviser Charge rate applied to your Platform Account. We will treat such instructions from your Adviser as having been fully authorised by you. If you become aware of an Adviser Charge that you have not agreed with your Adviser, please get in touch with us or your Adviser to discuss.

16.7. You may have agreed with your Adviser Firm to use a DFM to manage your Assets. There may be an additional Charge for this. This DFM Charge will be agreed between you, your Adviser Firm and your DFM (where your Adviser Firm is not also acting as your DFM). We will deduct from your respective Investment Account any initial or ongoing DFM Charges you or your Adviser Firm (acting as agent on your behalf) have agreed and communicated to us.

16.8. If you have an Investment Account from which Adviser Firm Charges and/or DFM Charges are being taken but it no longer has sufficient value to pay these Adviser Firm Charges or DFM Charges, we reserve the right not to pay these Adviser Firm Charges or DFM Charges. You will still be responsible for paying those charges to the party concerned.

16.9. If you die, Adviser Firm Charges and DFM Charges will continue to accrue on your Platform Account until we receive an original death certificate. For further information please refer to clause 18.

Other Charges

16.10. Other charges may include Fund Charges, and Exchange-Traded Asset Charges. Please speak to your Adviser Firm for further information.

Charges - Funds

16.11. A Fund manager may apply a bid/offer spread or initial charge, an Annual Management Charge, an exit charge on leaving the Fund and other fees. These Charges are usually deducted directly out of the Assets within the relevant Fund.

16.12. Adjustments may need to be made after the sale of a Fund has been executed. For example, a Fund manager may apply a Dilution Levy to the withdrawal from a Fund. Under these conditions, we will contact your or your Adviser to explain any such further Charges being applied.

16.13. If a holding in a Fund in your Investment Account is small, any Charges relating to the Fund may have a disproportionate effect on the value of the Fund.

16.14. For further details of Charges applied by Fund managers, please refer to their literature or speak to your Adviser Firm.

Charges – Exchange - Traded Assets

16.15. Charges may be applied such as Stamp Duty Reserve Tax (SDRT) and the Panel on Takeovers and Mergers (PTM) levy. For further details of Exchange-Traded Asset Charges please refer to the Exchange-Traded Asset literature and your Adviser Firm.

How Charges are taken

16.16. Where the Available Cash Balance within a specific Investment Account is insufficient to cover the Charges, an auto sell-down will be instructed from the largest holding in the Investment Account.

16.17. All Charges that we have deducted from your Investment Account will be reflected on your Valuation Statement. However, you may have agreed to pay additional charges for services about which we are unaware. You should consult your Adviser to understand all charges and fees for which you may be liable or speak to our Client Services team.

17. Taxation

17.1. We do not provide you with any legal, investment or tax advice. Please refer to your Adviser Firm or other suitably qualified professional for advice specific to your individual circumstances.

17.2. You will be wholly responsible for your tax liabilities. Levels of taxation and tax relief are subject to change.

17.3. We are required under Applicable Law to collect certain information about your tax residency. We may be obliged to share this and other Platform Account information with HMRC who may transfer this information to the government of another territory where the UK has entered into an agreement with them to do so.

17.4. Except where explicitly stated, all Platform Account Charges are deemed inclusive of any taxes that may apply. It is your Adviser Firm's responsibility to confirm whether VAT is to be applied on Adviser Firm Charges paid from your Investment Account to them. Similarly, where applicable, it is your DFM's responsibility to confirm whether VAT is to be applied on DFM Charges paid from your Investment Account to them.

17.5. Where applicable, we will provide you with a consolidated tax voucher each year, based on our understanding of current law and regulatory requirements. We will endeavour to do this within 90 days of the previous tax year end. This may assist you with completing your tax return but please note that it is your responsibility to calculate your tax liabilities accurately and ensure that they are paid in full and on time. Please refer to your Adviser Firm for further details and advice.

17.6. Should you hold overseas Assets, it remains your, or your Adviser Firm's responsibility to ensure that you understand the tax position for your chosen Assets.

17.7. We do not accept responsibility for not receiving a reduced rate of withholding tax as a result of incorrect or incomplete documentation.

17.8. Other taxes or costs may exist that are not paid via or imposed by us.

18. Ending your agreement with your Adviser

18.1. We will classify you as a "Client without an Adviser" where it has come to our attention you no longer have an Adviser who is appropriately authorised to operate your Platform Account. This could be where, for example,

18.1.1. Your agreement with your Adviser ends and you no longer have an Adviser; or

18.1.2. Your agreement with your Adviser ends and your new Adviser does not have a separate agreement with us to use the Platform

18.2. Becoming a Client without an Adviser has the following consequences:

18.2.1. We will contact you confirming that you do not have an Adviser and confirm the options that are available to you;

18.2.2. We will stop paying Adviser Charges from your Platform Account. You may still be liable to pay the Adviser for any advice you have received, and you will need to settle this with them directly

18.2.3. If you are invested in a Model Portfolio, we will unlink any Investment Accounts linked to this, but you will remain invested in the Assets that formed your Model Portfolio. Your account will no longer be included in any rebalances of the Model Portfolio;

18.2.4. Your Account will be converted to an execution-only service. Our Platform is designed to be used by Clients who receive financial advice from an Adviser. Where you carry out transactions, such as buying and selling Assets and paying contributions etc., without the advice of an Adviser you take sole responsibility for and accept and acknowledge the risks involved in these transactions;

18.2.5. It is important that you understand we are not responsible for assessing whether our Platform, Investment Accounts, transactions, or Assets are suitable for you.

19. Changes to these Terms

19.1. We may make changes to these Terms, including our Charges, from time to time in whole or in part. We can do this for the following reasons:

19.1.1. to conform with any legal, regulatory, FCA Rule, HMRC Rule or code or practice requirements or industry guidance;

19.1.2. to reflect any decision or recommendation by a court or the Financial or Pension Ombudsman Service;

19.1.3. to allow for the introduction of new or improved systems, methods of operation, services or facilities;

19.1.4. to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;

19.1.5. to reflect changes in market conditions;

19.1.6. to make them clearer or more favourable to you; or

19.1.7. for any other valid reason.

19.2. Where we make any change to these Terms (including our charges) which may be to your disadvantage, we will give you at least 30 days written notice, except where required to implement such a change prior to that due for example for reasons given in 17.1.1. Otherwise, we will give you written notice within 30 days of making the change.

19.3. If you are not satisfied with a change, you will be entitled to terminate your Platform Account under clause 18 and we will not charge you for terminating your Platform

Account in these circumstances. However, please note you may still have to pay applicable fees and Charges as outlined in the Platform Charges Schedule.

19.4. If you do not notify us that you are dissatisfied with any changes to these Terms before the end of any notice period, you will be treated as accepting the change.

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

20. Ending these Terms

Cancellation

20.1. Depending upon the Investment Account chosen, you are able to cancel your Platform Account up to 30 days after you receive our confirmation of its establishment (your "cooling off period"). However, if you have asked us to invest your Cash in Assets available through the Investment Account, you may get back less than you have invested and if there is any gain in the value of your Assets up to the point at which you cancel, this gain will not be returned to you.

20.2. If you have not asked us to invest your Cash in Assets during your cooling off period, and you cancel your Investment Account before expiry of the cooling off period, you will receive back the original amount.

20.3. If you cancel your Platform Account within the cooling off period, we will not refund to you any Adviser Firm Charges, or (where applicable) DFM Charges, deducted from your Investment Account. You will need to discuss with your Adviser Firm and/or DFM about them refunding any of these Adviser Firm Charges directly to you. Once you have cancelled you may still be liable to pay your Adviser Firm for any advice received and/or DFM for any services provided to you. This may include outstanding Adviser Firm Charges which we have not deducted from your Investment Account and that you will need to settle with your Adviser Firm directly.

20.4. On receipt of written instructions to cancel, we will execute instructions to sell any Assets purchased. We will not return any monies to you until such transactions have cleared.

Closing your Platform Account

20.5. You may close your Platform Account and end these Terms at any time by providing us with notice via email or your adviser, or by withdrawing or transferring Assets elsewhere.

20.6. Closure is subject to the settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much these amounts will be, we will keep an amount of Cash that we feel is reasonable and appropriate to cover such liabilities, and any remaining Assets will be transferred out. If the amount we have retained proves to be insufficient to pay for out to the settlement of any outstanding investment order(s), tax liabilities, and Charges, you will be liable for the remainder.

20.7. Following Settlement, we will close your Platform Account and transfer your Assets to you, unless the rules of your Investment Accounts require us to transfer these Assets to another provider. The payment to you will normally be by BACS credit to your Nominated Bank Account.

20.8. Should any payments (e.g. interest, dividends, tax reclaims) arise after closure, we will pay this to you unless such payments amount to £5 or less which will be paid to charity.

20.9. When your Platform Account is closed, we will not refund to you any Adviser Firm Charges deducted from your Platform Account. You will need to discuss with your Adviser Firm about refunding any of these Adviser Firm Charges.

20.10. Once you have closed your Platform Account you may still be liable to pay your Adviser Firm for any advice received and/or DFM for any services provided to you. This may include outstanding Adviser Firm Charges which we have not yet deducted from your Platform Account.

In the event of your death - Individuals

20.11. If you die, we will deal with your GIA as instructed by your personal representatives upon receipt of evidence that they have the authority to give us instructions. For information about how we deal with your ISA please refer to Section B - Terms and conditions specific to the Individual Savings Account (ISA) and the ISA Key Features Document. For information about how we deal with SIPP accounts please refer to Section C and the YOUR SIPP Key Features Document.

20.12. Upon receipt of a death certificate, we will no longer allow your Adviser Firm to access your Platform Account, buy, switch, redirect or sell Assets, take withdrawals or make any payments to your Platform Account, unless a new agreement is entered into between the Adviser Firm and your personal representative(s). Your Assets will continue to be exposed to movements in the market and may fall in value as well as rise. We will only accept instructions from your personal representative(s) - see clause 18.11.

20.13. Platform Account Charges will continue to accrue until all Assets or Cash have been paid to your beneficiaries.

20.14. Adviser Firm Charges will continue to accrue on your Platform Account until we receive an original death certificate. If your personal representative(s) choose to retain the services of your Adviser Firm to manage your Platform Account, they will need to provide us with authority for Adviser Firm Charges to continue.

20.15. If a DFM was appointed to your Platform Account, they will no longer have the authority to access and manage relevant Assets in your Investment Accounts. We will stop any payments of DFM Charges (where applicable) on being notified of your death. Your personal representative(s) may still be liable to pay your Adviser Firm or DFM for any advice or service you have received.

20.16. If any Investment Account is invested in a Model Portfolio, it is your Adviser Firm's responsibility to stop your Investment Account from being linked to the Model Portfolio. Your Investment Account will therefore remain invested in these Assets and no further rebalancing of Assets will take place.

When we may end these Terms

20.17. Without prejudicing any other right or remedy available to us, we may terminate these Terms by providing you with 30 days' written notice. Otherwise, without prejudicing any other right or remedy available to us, we may terminate these Terms with immediate effect by giving written notice to you if:

20.17.1. you commit a material breach of these Terms (for example if you commit an act that will be detrimental to our reputation) and that breach is irremediable or (if remediable) you fail to remedy it within a period of 10 business days after being notified in writing to do so;

20.17.2. you repeatedly breach these Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with your having the intention or ability to give effect to these Terms;
20.17.3. you end your agreement with the Adviser Firm and do not find an alternative Adviser Firm within a reasonable period of time;
20.17.4. we are required to do so by the FCA or due to any Applicable Laws.

Dormant Platform Accounts

20.18. If at least twelve years pass and during that period (i) no instructions relating to any Assets are received for your Platform Account or (ii) there has been no activity on your Platform Account (excluding transactions such as payments or receipts of Charges, or similar items) we will begin the process of closing your Platform Account.
20.19. We will then contact your Adviser Firm as well as yourself via your last known email address informing you that we intend to close your Platform Account. In accordance with the Applicable Law, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will sell the Asset(s) under our Order Execution Policy and gift the proceeds to our nominated registered charity.
20.20. Additionally, having taken the steps in clause 18.19, in instances where there is a Cash balance, we will close your Platform Account and gift the Cash balance to our nominated registered charity. This means that we will cease to treat your Cash as client money and you will lose the protection of your Cash being held in the Client Account.
20.21. If at any time in the future you contact us and ask us for payment of Cash or the proceeds from the sale of Assets, we will, once we have checked your identity, pay what is due to you.

21. Communication

Security

21.1. All information passed between the Platform and Clients, DFMs or Adviser Firms is securely transmitted using a secure internet standard.
21.2. You will not disclose your Security Details to any other person, including your Adviser Firm.
21.3. You instruct us to accept as genuine and to authorise any instruction placed using your Security Details unless you advise us that your Security Details have been compromised.

Your communications to us

21.4. You and your Adviser Firm agree to monitor and manage your Platform Account and report to us immediately any errors you believe exist. For example, instructions not executed, incorrect trades, transfers, valuations or deductions from your Platform Account. We may not be liable for the cost of errors identified by you after 14 days from the original instruction. If you have set up access, you will be able to view your Platform Account online. You will also receive statements via the Message Hub on the Platform every three months.

21.5. You will inform your adviser, or us directly, as soon as possible if there are any material changes to your circumstances. For example, your contact details or Nominated Bank Account.

21.6. You, or your Adviser Firm may communicate with us in writing, by telephone or by e-mail, using the contact details in the Introduction section of these Terms or any contact details we subsequently provide you with written notice of. Notices must be given in writing Apart from in exceptional circumstances we do however require all instructions to trade to be given to us directly via the Platform website access.

21.7. Communications shall be deemed to have been received:

21.7.1. if delivered by hand, on the day of delivery;

21.7.2. if sent by first class post (domestic addressees), two calendar days after posting exclusive of the day of posting and if sent by airmail (international addressees), seven calendar days after posting exclusive of the day of posting; and

21.7.3. if sent by e-mail at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 a.m. on the next Business Day.

Our communications to you

21.8. We will provide updates on the investment accounts held on the Platform via the Message Hub on the Platform.

21.9. Notices and other communications to you, including any changes to these Terms, will be sent to you via the Message Hub, or by other electronic means as operationally necessary. Your Adviser Firm may also be notified. Notices and communications will be sent to all Platform Account holders through the Message Hub or email (and in the case of non-individual Platform Accounts to the Person authorised to give us instructions).

Statements, valuations and contract notes

21.10. You, or your Adviser Firm on your behalf, can check the latest valuation of your Investment Account by logging into the Platform. We will also provide a Valuation Statement every three months.

21.11. Any suspended Assets will be valued at the last known price available.

21.12. You should check your Valuation Statement and in the event of any queries or concerns to contact your Adviser Firm immediately.

21.13. We reserve the right to correct any erroneous records relating to your Platform Account without giving prior notice to you.

21.14. Where applicable, we will provide you with a consolidated tax voucher each year. We will endeavour to do this within 90 days of the previous tax year end. This may assist you with completing your tax return - please refer to your Adviser Firm for advice specific to your individual circumstances.

21.15. In addition to tax vouchers and statements we will also provide Contract Notes for each transaction executed for each Investment Account. These will be available online within the Message Hub on the Platform.

22. Policies

Data Protection

22.1. Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice, and it is important that you read it.

22.2. As part of the provision of the Platform to you, we will collect and process your personal data in accordance with the Data Protection Act. We are the Data Controller of your personal data for the purposes of the Data Protection Act.

Conflict of Interest

22.3. There may be times when there is a conflict (or potential conflict) between our interests and your interests conflict, or where there is a conflict between the differing interests of you and another of our clients. We take steps to prevent and minimise conflicts of interest in accordance with FCA Rules, this includes monitoring such conflicts and potential conflicts and putting in place management structures and policies to reduce or remove them. Full details of which and how we manage them are set out in our conflicts of interest policy, which you can request a copy of at any time by contacting your Adviser Firm, or us.

Complaints Policy

22.4. In the event of a Complaint, you can contact our Compliance Director at our registered address, or by email on Steven.Poulton@YOU-Asset.co.uk. You can request our Complaints Policy from us by contacting us or by contacting your Adviser Firm.

22.5. If you are not satisfied with our response to your Complaint, you may have the right to refer your Complaint to the Financial Ombudsman Service (FOS), by writing to: The Financial Ombudsman Service, Exchange Tower, London, El4 9SR Telephone: 0800 023 4567 - free for people phoning from a 'fixed line' (e.g. a landline at home) 0300 123 9123 - free for mobile-phone users who pay a monthly charge Email:complaint.info@financial-ombudsman.org.uk. A FOS brochure is available on request from us or by visiting www.financial-ombudsman.org.uk. Alternatively, if your Complaint is in relation to a SIPP you may have the right to refer your Complaint to the Pensions Ombudsman by writing to: Pension Ombudsman, 11 Belgrave Road, London, SW1V 1RB Telephone: 020 7630 2200 Email enquiries@pensions-ombudsman.org.uk.

Anti-Bribery and corruption

22.6. We maintain an anti-bribery and corruption policy which covers all aspects of our business.

23. Liability

23.1. We accept no liability for any instructions placed by you, your Adviser Firm, or the DFM using the Platform. All instructions made via the Platform are at your sole risk and you will be liable for any tax or other Charges arising from any transactions made through your Platform Account.

23.2. In no event will any party be liable to you or anyone else for any event which is outside the reasonable control of the parties (and which does not relate to or arise by reason

of fraud, wilful default or negligence of the party seeking to rely on the event) including, without limitation, fire, war or civil unrest, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike or industrial action and/or government regulation but excluding any failure to perform by any sub-contractor and/or agent of any party (except to the extent such sub-contractor or agent suffer an event which it outside of their reasonable control), any strike or industrial action of any party's employees and/or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which the relying party operates for the purposes of these Terms.

23.3. You will be responsible to us and our Nominee for any liability or loss which we or our Nominee may suffer or incur (including taxes for which you are liable and any expenses reasonably and properly incurred) in the proper course of administering your Platform Account, except to the extent arising from any negligence, wilful default or fraud on the part of ourselves or our Nominee however nothing in these Terms & shall limit our liability under the FCA Rules.

23.4. We will only normally accept trade instructions directly via the Platform website by your adviser in order to avoid possible disputes relating to instructions. In the absence of such instructions, we will not accept any liability regarding unexecuted or wrongly executed deals.

23.5. We are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms were entered into, both we and you knew it might happen.

24. Compensation

24.1. You Asset Management limited is covered by the Financial Services Compensation Scheme (FSCS) in respect of the Platform and the Investment Accounts within it. If you make a valid claim against us in respect of your investments and we are unable to meet our liabilities in full, you may be entitled to compensation, from the FSCS, of up to £85,000.

24.2. Your cash and Assets are always held separately from our own accounts and from those with whom we place the investments. As such, any insolvency practitioner should be obliged to return your cash and investment to you as part of any wind-down process.

24.3. If a provider of any Asset fails financially, as long as the one selected is covered by the FSCS - the fund prospectus will tell you this - your investments should remain covered up to a maximum of £85,000. However, this does not protect you against losses if the market were to fall in value.

24.4. The Banks that our Custodian uses acknowledge your money is held as client money which is protected in the event of the insolvency of us or the Custodian.

24.5. In the event of the insolvency of one of the Banks we use, any client money we hold for you is protected under the FSCS up to a maximum of £85,000 for each client (if the Account is a Joint Account, each Account holder will be entitled to up to a maximum of £85,000 each), and Bank with whom client money is held. This limit is applied to Banks that are separately authorised and can only be applied once,

therefore Banks operating under different brands within the same authorisation are covered under the same limitation.

24.6. The compensation limit of £85,000 includes any other money held by you in Bank accounts with the authorised banks our Custodian uses, therefore if you have current or deposit accounts with the same Bank these will all count towards the compensation limit of £85,000. Temporary high balances of up to £1 million are protected for a limited period of 6 months from when the amount was first credited to the account or became legally transferable. The FSCS website has further details on the definition of a temporary high balance. **For further information please visit the FSCS website (www.fscs.org.uk).**

25. Other important terms

25.1. These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.

25.2. We reserve the right to deduct all Charges incurred under these Terms and any other liabilities, from your Assets held in your Platform Account, including those arising from deals placed with third parties upon your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.

25.3. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

25.4. We may subcontract or delegate any or all of our obligations under this Agreement to any third party without your prior consent, but we shall remain liable to you for these obligations and shall only do so in compliance with any relevant Applicable Laws as regards outsourcing of important functions. We shall act in good faith and with due diligence in our choice and use of our agents appointed to carry out these obligations.

25.5. You need our consent to transfer your rights to someone else. Except as otherwise set out in these Terms, you may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

25.6. Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

25.7. Nothing included in the Platform constitutes an offer or solicitation to sell Assets by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.

25.8. If any court or relevant authority decides that any of these Terms are unlawful, the remaining paragraphs will remain in full force and effect.

25.9. These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Section B – Terms and Conditions specific to Individual Savings Account (ISA) Investment Accounts

These ISA Terms apply to the Individual Savings Account that you have with the YOUR Platform and are supplementary to any terms you have with them.

In the event of any conflict between these ISA Terms and any other Terms, the ISA Terms will apply.

In these terms SCL means **Seccl Custody Limited**, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. Application and Commencement

1.1. The Declaration you accept on opening the ISA creates an application in the tax year you first subscribe and all future tax years until you cancel or transfer.

1.2. Your YOUR ISA account will not start until your first subscription or transfer amount is received by us.

2. Your ISA

2.1. Your ISA is a stocks and shares ISA (the "ISA").

2.2. Your stocks and shares ISA is subject to the Individual Savings Account Regulations 1998 ("ISA Regulations") and, in the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will prevail.

3. About your ISA Manager

3.1. SCL is approved by HM Revenue & Customs for these purposes.

3.2. SCL will manage your ISA in line with the ISA Regulations.

3.3. SCL does not provide any investment advice to you in relation to the investments you wish to hold in your ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours or those of the YOUR Platform where you have authorised them to take such decisions on your behalf.

4. Eligibility

4.1. In order to open and maintain a Stocks and Shares ISA, you must satisfy the requirements set out in the ISA Regulations. You must:

4.1.1. be 18 years or over, and

4.1.2. be resident in the UK, or are a UK taxpayer, Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant

5. ISA Subscriptions

5.1. The maximum annual subscription into an ISA is subject to the ISA Regulations, as amended. You are responsible for ensuring that the ISA subscription limit is not exceeded for every tax year subscriptions are paid.

5.2. Once the ISA subscription limit for a tax year has been reached (taking into account all permitted ISA types that you may hold) and subject to paragraph 5.3 below, you

may not make any further subscriptions into your ISA or any other ISA in the same tax year.

5.3. As your Stocks and Shares ISA is a flexible ISA, you may replace (in whole or part) a previous withdrawal from your ISA with a replacement subscription to that ISA in the same tax year without affecting your current year's ISA allowance.

5.4. If you open an ISA in the UK and then go to work and/or live abroad, you cannot continue adding money into the ISA (unless you are a Crown employee working overseas or the spouse or civil partner of a crown employee working overseas). If you subsequently become a UK resident, you will be able to apply to subscribe to an ISA in the tax year following your return.

6. ISA Investments

6.1. You may hold such investments in your ISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your ISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.

6.2. In accordance with the ISA Regulations, SCL will register the investments held in your ISA in the name of one of its nominees;

6.3. You must be, and remain as, the Beneficial Owner of these ISA Assets. ISA Assets must not be used as security for a loan.

6.4. We will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued by the providers or issuers of investments or managers where necessary due to legislative or regulatory requirements. We will not exercise any voting rights attaching to your investments, if you ask, we may request from the relevant company that you attend investors' meetings, vote and receive any other information issued.

7. Normal Tax Treatment of ISA assets

7.1. No tax is payable on any income received and any gain arising on investments.

7.2. We, as ISA Manager will, in accordance with the ISA Regulations, make reclaims, conduct appeals and agree on our behalf, liabilities for and relief from tax in respect of your ISA. You authorise SCL, as ISA Manager, to provide HMRC with all applicable details of your ISA.

7.3. You may be required to pay tax on any income or gains on investments in your ISA if it becomes void or in need of repair.

7.4. Any interest, dividends or gains will continue to be exempt from tax in your ISA until the earlier of:

7.4.1. The completion of the administration of the deceased's estate; or

7.4.2. The closure of the account; or

7.4.3. The 3rd anniversary of the death of the ISA holder.

8. Withdrawals

8.1. If you wish to withdraw or cash in some or all of your YOUR ISA Stocks and Shares ISA, you (or YOU Asset Management on your behalf) must provide the SCL with written instructions. SCL will, subject to process the withdrawal in a timely manner.

8.2. The ISA is a Flexible ISA. This means that any withdrawals will be deducted from that years annual ISA allowance, enabling them to be reinvested later in the tax year.

9. Death

9.1. If you die, we will deal with your ISA as instructed by your personal representatives. They must first prove they have authority to give this instruction to us via YOU Asset Management limited. Your personal representatives can instruct YOU Asset Management limited to sell the ISA investments and for us to pay the proceeds to the personal representatives in cash, or to transfer the ISA investments to them.

10. Transfers

10.1. You may transfer an existing ISA from a different ISA manager to SCL and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a SCL ISA.

10.2. You may ask us to transfer all of your ISA from SCL to a different authorised ISA manager, subject to the ISA Regulations, the transfer will depend on the other manager agreeing.

10.3. On receipt of a valid instruction from another ISA manager, SCL will transfer your YOUR ISA to them within he timescale stipulated by you, however your requested timescale must not take longer than 30 days.

10.4. You must transfer the full value of your YOUR ISA, we do not offer partial transfers.

10.5. You (or the YOUR Platform on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other ISA manager with your instructions in writing.

11. UK Residency

11.1. You agree to inform SCL as soon as reasonably practical that you have either ceased to be resident in the UK or a Crown employee serving overseas, or have ceased to be married to, or in a civil partnership, with such a person. In such cases, you are required to cease subscriptions into your ISA except in specific circumstances permitted by HMRC.

11.2. We accept no liability for any tax charges or penalties arising from changes in your residency.

12. Cancelling your ISA

12.1. You can cancel your YOUR ISA by contacting YOU Asset Management within 30 days of opening the account. You can choose to withdraw the value of any investments you've made or transfer to another provider. We will not be liable for any losses or costs following the sale of your investments.

13. Ending your ISA

13.1. Subject to the ISA Regulations, you may end your YOUR Stocks and Shares ISA at any time by withdrawing your funds and requesting closure of the account. In that case, SCL will liquidate the investments in your ISA and transfer the proceeds to you. Alternatively, and subject to the ISA Regulations, SCL may re-register the investment in your name or transfer them to another non-ISA account.

13.2. SCL may terminate its services as your ISA Manager by giving you 30 days written notice.

13.3. In the event of termination:-

13.3.1. SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulation, these ISA Terms or the Client Agreement; and

13.3.2. These ISA Terms will continue to apply to your ISA until all transactions or transfers have been effected and relevant payments made.

14. Bankruptcy

14.1. If we are notified that you have been declared bankrupt under the Insolvency Act, HMRC requires us to close your YOUR ISA. The closure will take effect from the date on which a trustee is appointed.

14.2. Any interest or tax credits received after the appointment date will be returned to HMRC. All Assets will be held, pending further instructions from the trustee or Official Receiver.

15. A Void ISA

15.1. We will manage your YOUR ISA in accordance with HMRC's ISA regulations. We will notify you and must inform HM Revenue and Customs if, for any reason, your account has or will become void for tax purposes because the provisions of the ISA Regulations have not been met, or you have not complied with these Terms. If your YOUR ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.

15.2. When we receive your instructions, all investments held in your YOUR ISA account and proceeds arising from those investments will be transferred or paid to you within 30 calendar days of the request being received. We will not be liable for any losses or costs following the sale of your investments.

15.3. For more information on the reasons an ISA might become Void please speak with your Adviser.

16. Delegation

16.1. Subject to the ISA Regulations, SCL may delegate any of its functions under these ISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

16.2. Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your ISA as that organisation may reasonably require for the purposes of exercising the delegated functions

17. Your personal information

17.1. We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

18. Intellectual property

18.1. All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

19. Complaints & FSCS Cover

19.1. If you have a complaint about any element of the ISA, please contact us at support@seccl.tech

19.2. Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint

19.3. We will endeavour to resolve any complaint as soon as possible

19.4. If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint

19.5. By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

19.6. The ISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your ISA, its Assets and any Cash held in your ISA and the maximum amount of compensation available will depend upon

the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:

19.7. for Cash, such as the money in your ISA bank account - £85,000 per eligible claimant, per Bank;

19.8. for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).

19.9. Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

20. Changing or ending these Terms

20.1. You agree to us transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your ISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company, will take on our obligations to provide the services under these Terms & Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.

20.2. We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your ISA is open as follows:

20.2.1. to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;

20.2.2. to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;

20.2.3. to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 11 above;

20.2.4. to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;

20.2.5. to reflect any changes to terms agreed between us and any third parties which are relevant to your ISA;

20.2.6. to make reasonable increases to our charges to reflect any changes to the costs that we incur;

20.3. If any changes are made to the Terms & Conditions, the latest version will always be available on our website at YOUR-Platform.co.uk/terms-conditions and you should refer to them regularly. Where the changes are reasonably considered to be material or detrimental to you we will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).

20.4. Notwithstanding clause 20.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting

from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.

20.5. In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this, if a fee ever becomes due.

Terms and Conditions specific to Junior Individual Savings Account (JISA) Investment Accounts

These Terms apply to the Stocks and Shares Junior Individual Savings Account (JISA) that you have with YOUR Platform and are supplementary to any terms you have with them.

In the event of any conflict between these JISA Terms and any other Terms, the JISA Terms will apply.

In these terms SCL means Seccl Custody Limited, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. Commencements

1.1. Your JISA account will not start until your first subscription or transfer amount is received by us.

1.2. The JISA allows you to invest separately on behalf of a child, subject to a lower annual subscription limit. When the child for whom a JISA is opened reaches age 18, it automatically converts into a SCL Stocks & Shares ISA held in their own name.

2. Your Junior JISA

2.1. A child can hold a maximum of one cash JISA and one stocks and shares JISA at any time up to the age of 18. Any JISA held can be transferred to different providers.

2.2. Your stocks and shares or JISA is subject to the Individual Savings Account Regulations 1998 ("ISA Regulations") and, in the event of any inconsistencies between the ISA Regulations and these JISA Terms, the ISA Regulations will prevail.

3. About YOUR JISA Manager

3.1. SCL is approved by HM Revenue & Customs for these purposes.

3.2. SCL will manage your JISA in line with the ISA Regulations.

3.3. SCL does not provide any investment advice to you in relation to the investments you wish to hold in your JISA. All investment decisions that you take in respect of the investments that you wish to hold in your JISA will be yours or those of the YOUR Platform where you have authorised them to take such decisions on your behalf.

4. Eligibility

4.1. If the child already holds either a stocks and shares JISA or a Child Trust Fund (CTF), this must be transferred across to us in full in order to open and subscribe to our YOUR JISA. In addition to open a JISA the child must be:

4.1.1. under the age of 18, and

4.1.2. resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant

4.2. The person who opens the JISA will be the "registered contact" for legal purposes and will be responsible for making the investment decisions and managing the account until the child reaches 18 and the JISA converts into an ISA. At that time the former

child beneficiary becomes entitled to manage the investments as the holder of the ISA.

4.3. The registered contact must be a person with parental responsibility for the child holding the account.

5. Subscription Levels

5.1. The Registered Contact is responsible for ensuring that the JISA subscription limit is not exceeded for every tax year subscriptions are paid.

5.2. Once the JISA subscription limit for a tax year has been reached (taking into account any cash JISA held), no further subscriptions can be made to this YOUR JISA or any cash JISA held.

5.3. In each tax year the Eligible Child may only subscribe to one Cash JISA and one Stocks and Shares JISA with the same or different providers in any combination of subscription up to the overall subscription limit.

6. JISA Investments

6.1. You may hold such investments in your JISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your JISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.

6.2. In accordance with the JISA Regulations, SCL will register the investments held in your JISA in the name of one of its nominees.

6.3. The Eligible Child is, and must remain as, the Beneficial Owner of JISA Assets. JISA Assets must not be used as security for a loan.

6.4. We will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued by the providers or issuers of investments or managers where necessary due to legislative or regulatory requirements. We will not exercise any voting rights attaching to your investments, if you ask, we may request from the relevant company that you attend investors' meetings, vote and receive any other information issued.

7. Normal Tax Treatment of JISA Assets

7.1. No tax is payable on any income received and any gain arising on investments.

7.2. We, as ISA Manager will, in accordance with the ISA Regulations, make reclaims, conduct appeals, and agree on our behalf, liabilities for and relief from tax in respect of your JISA.

7.3. You authorise SCL, as ISA Manager, to provide HMRC with all applicable details of your JISA.

7.4. You may be required to pay tax on any income or gains on investments in your JISA if it becomes void or in need of repair.

8. Withdrawals

8.1. No withdrawals are allowed from the JISA before the Eligible Child reaches the age of 18 except:

8.1.1. On the death of the child, or
8.1.2. On direct instruction from HMRC, where the child is terminally ill or where the JISA is void or repaired, or
8.1.3. To pay any charges due

9. Death

9.1. If you die, we will deal with your JISA as instructed by your personal representatives. They must first prove they have authority to give this instruction to us via YOU Asset Management

9.2. Your personal representatives can instruct YOU Asset Management to sell the JISA investments and for us to pay the proceeds to the personal representatives in cash, or to transfer the JISA investments to them.

10. Transfers

10.1. We accept the transfer of the following held by an Eligible Child:
10.1.1. a whole Stocks and Shares Junior ISA;
10.1.2. a whole Child Trust Fund in cash;
10.1.3. and part or whole of a cash Junior ISA.

10.2. If only part of a cash Junior ISA is being transferred to us, any payments that have been made in the current tax year must be transferred to us in full.

10.3. The transfer will depend on the other ISA Manager or Child Trust Fund provider agreeing.

10.4. You may ask us to transfer all of your YOUR JISA from SCL to a different authorised JISA manager and subject to the ISA Regulations. The transfer will depend on the other manager agreeing.

10.5. On receipt of a valid instruction from another JISA manager, SCL will transfer your YOUR JISA to them within the timescale stipulated by you, however your requested timescale must not be less than 30 days.

10.6. Our JISA must always be fully transferred.

10.7. You (or the ISP on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other JISA manager with your instructions in writing.

11. Cancelling your JISA

11.1. You can cancel your YOUR JISA by contacting the ISP within 30 days of opening the account. You can choose to withdraw the value of any investments you've made or transfer to another provider. We will not be liable for any losses or costs following the sale of your investments.

12. Ending your JISA

12.1. SCL may terminate its services as your YOUR JISA Manager by giving you 30 days written notice.

12.2. In the event of termination: -
12.2.1. SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the JISA Regulation, these JISA Terms, or the Client Agreement; and

12.2.2. these JISA Terms will continue to apply to your JISA until all transactions or transfers have been effected and relevant payments made.

13. A void JISA

13.1. We will manage your YOUR JISA in accordance with HMRC's JISA regulations. We will notify you and must inform HM Revenue and Customs if, for any reason, your account has ceased or will become void for tax purposes because the provisions of the JISA regulations have not been met, or you have not complied with these Terms. If your YOUR JISA becomes void, you may lose part or all of your tax exemption relating to the JISA.

13.2. When we receive your instructions, all investments held in your YOUR JISA account and proceeds arising from those investments will be transferred or paid to you within 30 calendar days of the request being received. We will not be liable for any losses or costs following the sale of your investments.

13.3. For more information on the reasons a JISA might become Void please speak with your Adviser.

14. Delegation

14.1. Subject to the JISA Regulations, SCL may delegate any of its functions under these JISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

14.2. Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your JISA as that organisation may reasonably require for the purposes of exercising the delegated functions

15. Your Personal Information

15.1. We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

16. Intellectual Property

16.1. All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

17. Complaints & FSCS Cover

17.1. If you have a complaint about any element of the JISA, please contact us at support@seccl.tech

17.2. Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint

17.3. We will endeavour to resolve any complaint as soon as possible

17.4. If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint

17.5. By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk/

17.6. The JISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your JISA, its Assets and any Cash held in your JISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:

17.7. for Cash, such as the money in your JISA bank account - £85,000 per eligible claimant, per Bank;

17.8. for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).

17.9. Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

18. Changing or Ending these Terms

18.1. You agree to us transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your JISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company, will take on our obligations to provide the services under these Terms & Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.

18.2. We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your JISA is open as follows:

18.2.1. to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;

18.2.2. to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;

18.2.3. to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 18.1 above;

18.2.4. to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;

18.2.5. to reflect any changes to terms agreed between us and any third parties which are relevant to your JISA;

18.2.6. to make reasonable increases to our charges to reflect any changes to the costs that we incur;

18.3. If we do make any changes to the Terms & Conditions, the latest version will always be available on our website at YOUR-Platform.co.uk/terms-conditions and you should refer to them regularly. Where we reasonably consider that changes are material or detrimental to you we will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).

18.4. Notwithstanding clause 18.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.

18.5. In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this, if a fee ever becomes due.

Section C – SIPP Terms

These SIPP Terms in this Section D apply to the YOUR SIPP. The pension scheme underlying the YOUR SIPP is the Seccl Personal Pension (the "Scheme"). This is a personal pension scheme that allows you to save for retirement in a tax-effective way with the potential to invest in a range of investments. It is registered with HMRC under tax reference 20005619RK.

The Scheme has been established and is governed by a Trust Deed and the rules of the Scheme (together the "Trust Deed"). Within the Trust Deed, Seccl established the Scheme within the meaning of Part 4 of the Finance Act 2004 ("the Act"), operates the Scheme and is the scheme administrator for taxation purposes. Seccl has appointed Digital Pension Trustees Limited ("the Trustee"), as trustee of the Scheme.

Any reference in these SIPP Terms to "we", "us" and "our" are references to Seccl and in relation to paragraphs 1.11 and 1.13, the Trustee.

Where this document refers to or describes a particular tax treatment, you should be aware that tax treatment depends on your individual circumstances and is subject to change in the future.

Additional YOUR SIPP Definitions

In addition to the main definitions in part 1 of Section A, the following words and expressions in this Section D have the meanings appearing below:
Annual Allowance: the amount set by HMRC that you, your employer and any third party can pay to all your pension(s) each tax year before additional tax charges may apply.
Authorised Scheme: a "UK registered pension scheme" or a "qualifying recognised pension scheme", such terms as defined in the Act.
Flexi-access drawdown: may be available to you when you reach the age of retirement and allows you to take income you need out of your pension while keeping the rest invested.
Lifetime Allowance: was the maximum amount set by HMRC that an individual could save within registered pension schemes in their lifetime without incurring an additional tax charge up until 5 April 2024 after which it was abolished.
Lump sum allowance (LSA): the tax-free cash limit you can get from your pension(s) currently set at £268,275 from 6 April 2024.
Lumps sum and death benefit allowance (LSDBA): the total amount of tax-free cash you can get in your lifetime and when you die set at £1,073,100 from 6 April 2024.
Normal Minimum Pension Age: the earliest age at which tax law normally permits benefits to be paid to pension scheme members without penalty other than in circumstances of ill health. Currently, it is age 55 and will rise to 57 from 6 April 2028.
Pension Commencement Lump Sum: is a tax-free payment which most people can receive when they start accessing their pension benefits. It is normally 25% of the value of the pension benefits being accessed.
The Pensions Regulator: the UK regulator of workplace pensions, which also has certain roles in relation to personal pensions.
Uncrystallised Funds Pension Lump Sum (UFPLS): allows you to withdraw some or all of your uncrystallised funds as a lump sum. Within the limitations of available lump sum

allowance, 25% (or up to the available lump sum allowance if lower) of the UFPLS will be paid tax free, with the balance taxed as pension income at the point of withdrawal.

1. Our Personal Pension Services

1.1. The Trustee is the legal owner of the Cash and Assets in your YOUR SIPP holding them for your benefit under the Trust Deed. Seccl has been appointed to hold custody of the Cash and Assets in accordance with the Trust Deed. Seccl is responsible for the operation and administration of the YOUR SIPP. It is also responsible, as custodian, for the safekeeping and administration of the Assets you acquire in your Scheme. Seccl is regulated by the FCA to carry out these activities.

1.2. Our conflicts of interest policy sets out the types of actual or potential conflicts of interest which affect our business and provides details of how these are identified and managed or prevented. You have the right to ask us for further information regarding our conflicts of interest policy.

1.3. The FCA Rules require us to classify all investors. The YOUR SIPP service is provided by us to "retail clients". Unless we tell you otherwise, we will treat you as a retail client under the FCA Rules. This means you get the highest level of protection available under the FCA Rules.

1.4. Our Scheme enables you to make investments into a range of different Assets, but we do not provide any financial or tax advice, and therefore we will not assess the suitability or appropriateness for you of the Assets you choose to hold within your YOUR SIPP, the Scheme itself or any other service we provide.

1.5. The Assets to which we provide access may be restricted for your YOUR SIPP These restrictions will be made after taking into consideration FCA requirements, HMRC rules, legislation and our administrative requirements.

Investment restrictions may be applied for the following valid reasons:

a) Changes in HMRC rules
b) Changes in pensions or other relevant legislation
c) Changes in the regulatory regime governing pension assets or reporting requirements
d) Changes in investment markets
e) Changes in how our business operates

There is no alternative to the Cash Account within your YOUR SIPP.

1.6. If your Adviser has recommended you invest into the YOUR SIPP and is advising on the Asset into which your YOUR SIPP should invest, then your Adviser is responsible for assessing the suitability of the YOUR SIPP and those Assets for you. Likewise, if you have appointed a DFM to manage all or part of your YOUR SIPP, then your DFM will be responsible for the suitability of their Asset choices for you. If you are in any doubt about the suitability or appropriateness of any particular investments, we recommend that you speak with an authorised adviser.

1.7. We may delegate our functions in respect of the YOUR SIPP to third parties in accordance with the Trust Deed. We will be responsible for the actions and omissions of any person to whom a function is delegated. We may also engage agents to help

us perform our functions but will not be responsible for any acts and omissions of such persons subject to our duties under the FCA Rules and provided such engagements do not amount to a delegation of our functions.

1.8. Our Scheme is exclusively an online product for which you will need to complete an application. We will send communications and documents to you via the Message Hub. We will not generally communicate with you by post. All of our documents and communications with you will be in English. You agree to receive copies of our up-to-date policy summaries (including summaries of our conflicts of interest and order execution policies) via our website.

1.9. You can communicate with us about the YOUR SIPP by email at SIPP@seccl.tech or via telephone on 01225 435200

1.10. We are obliged under the FCA Rules to record certain communications (including telephone calls, electronic communications and instant messaging) which relate to, or are intended to lead to, the buying or selling of an Asset. You have the right to request a copy of such recordings relating to your YOUR SIPP at any time in the five-year period beginning on the date of the relevant recording. We may monitor and record other communications and calls.

1.11. If we are negligent, knowingly in default, act fraudulently, or breach these SIPP Terms or Applicable Law (as relevant), then we are legally responsible to you for the results of our actions unless set out below.

1.12. If we make a mistake acting on your instructions to deal in, switch or sell Assets, we will correct it as soon as possible, and reimburse you for any loss that is a direct result of our error. This reimbursement may occur outside your YOUR SIPP, due to the tax treatment of such corrections.

1.13. We will not be responsible to you:

1.13.1. if you suffer a loss because the value of your Assets fall

1.13.2. if you suffer a loss because you fail to comply with these SIPP Terms or with any applicable legal requirement or because of any action which we take or refrain from taking in order to ensure that we comply with your instructions

1.13.3. for any action which we take or refrain from taking in order to ensure that we comply with Applicable Law

1.13.4. if we delay or fail to execute a transaction because of market conditions which may prevent us from being able to execute it in accordance with our order execution policy or Applicable Law

1.13.5. if you suffer a loss that was not reasonably foreseeable by you or us when accepting your application for the YOUR SIPP or is not otherwise a natural result of the breach

1.13.6. if you suffer any loss or damage as a result of an external event or something else that is unavoidable and outside our reasonable control, or as a result of any steps which we reasonably take in response to such (including the unavailability of our systems)

1.13.7. for any deals on your YOUR SIPP made by any person you have authorised to deal on your scheme (such as your Adviser) that are placed incorrectly or without your authority

1.13.8. for the performance of any third party (for example, any broker required to execute a transaction), unless otherwise stated in these SIPP Terms.

In this clause, the word "loss" includes but is not limited to any liability to tax or penalty under tax law.

1.14. The responsibilities in this section also apply to the Nominee and the Trustee. We are responsible for their respective actions or omissions.

2. Your responsibilities

2.1. By opening your YOUR SIPP, you agree that you will not take part in activity that may be considered to be market abuse. If we believe that your YOUR SIPP is being used to engage in market abuse, we reserve the right to take such action as we deem to be appropriate.

2.2. **YOUR SIPP establishment**

2.2.1. You can generally open and maintain a YOUR SIPP if you are an individual aged 18 years or over and aged under 75 years (if you are aged 75 years and over, you may open and maintain a YOUR SIPP, however you will be unable to claim tax relief on any contributions into your pension).

2.2.2. As part of the YOUR SIPP opening process, you will set up a username and password and provide certain other personal security details which you will use to access the YOUR SIPP. You must keep your security details secret. You must not disclose them to anyone or allow any other person to access your YOUR SIPP using your security details. We are not responsible for any loss that your YOUR SIPP may incur as a result of not having kept your security details and/or password secret.

2.2.3. We may decline your application for YOUR SIPP entirely at our discretion. These SIPP Terms come into force when we accept your application.

2.2.4. Under applicable money laundering regulations, we are required to verify the identity of our investors and their beneficial owners (which for your YOUR SIPP may include your employer's beneficial owners where contributions are made by your employer) and obtain additional information in relation to them. In order to do this, we may carry out electronic searches on private and public databases and use credit reference agencies which will record that an enquiry has been made. We may also need to ask you for further documentation as evidence.

2.2.5. Until we have verified your identity, we will place restrictions on your YOUR SIPP, and we may prevent any payments of benefits to you or refuse any contributions or transfers.

2.2.6. We will confirm when we have accepted your application, and you will become a member of the Scheme as long as you have supplied all relevant information about any tax relief and other information requested as part of the application process.

3. Making payments and contributions to the YOUR SIPP

3.1. If you are eligible, you or your employer may make contributions to your YOUR SIPP either on an ad-hoc or regular basis. These contributions can be made via bank transfer, direct debit or other payment method made available by us from time to time.

3.2. Personal contributions will normally be treated as having been paid net of basic rate tax which we will claim on your behalf from HMRC. The tax reclaim process normally

takes between six to 12 weeks, during this time the money being reclaimed is not available for investment until we receive cleared funds from HMRC.

3.3. To pay personal contributions eligible for tax relief you have to be:

a) aged 18 or over
b) under age 75; and
c) a relevant UK individual.
d) A 'relevant UK individual' is a person who:

3.3.1. has relevant UK earnings chargeable to income tax for that tax year; or

3.3.2. is resident in the UK at some time during that tax year; or

3.3.3. was resident in the UK at some time during the 5 tax years immediately before the tax year in question and was also resident in the UK at the time of joining the Scheme; or

3.3.4. has, or is the spouse of a person who has, for that tax year, general earnings from overseas Crown employment subject to UK tax.

3.4. If you cease to be a relevant UK individual, you cannot make contributions to the YOUR SIPP on your own behalf after the end of the tax year in question.

3.5. We will only accept contributions in cash.

3.6. If your employer has told us that it is using the YOUR SIPP for automatic enrolment purposes and you are an eligible jobholder, there is a minimum level of statutory contributions which must be paid to your YOUR SIPP. The key points are:

3.6.1. Your employer will need to pay at least these minimum contributions.

3.6.2. If your employer does not pay all of these minimum contributions, you agree to pay the difference.

3.6.3. You will be an eligible jobholder if you satisfy certain age, earnings and employment status requirements. Your employer will be able to provide further details.

This is a requirement of the automatic enrolment regulations.

3.7. Tax relief is granted at your highest marginal rate of income tax. If you are a higher rate taxpayer, you will need to reclaim the additional tax relief through your self-assessment tax return.

3.8. Tax relief is granted at your highest marginal rate of income tax. If you are a higher rate taxpayer, you will need to reclaim the additional tax relief through your self-assessment tax return.

3.9. You must tell us if you are not entitled to tax relief on all or part of the contributions. More information on contribution rules and limits are available by contacting your Adviser.

3.10. If you make contributions to your YOUR SIPP which, when combined with other contributions to other UK pension schemes, exceed the amount on which you are entitled to tax relief, we may agree to refund the excess contributions to you provided there is sufficient Cash in your YOUR SIPP to make the refund to you and repay any amounts due to HMRC. Any investment loss or growth in respect of a refunded contribution will be deemed to be outside the Scheme. A contribution cannot be refunded simply because it takes contributions over the Annual Allowance. Before we refund any excess contributions, we will require evidence that the payment will be authorised under the tax rules. Any excess tax relief already received from HMRC must be returned to HMRC within the timescale specified by HMRC. We are not responsible for any interest levied by HMRC on a refund of overpaid tax relief.

3.11. A refund of excess contributions can be requested at any time before the end of the sixth tax year following the tax year in which they were made. The maximum refund available will be the value of the excess contribution(s). A refund might be delayed if there is insufficient Cash in your YOUR SIPP.

3.12. We can refund a contribution when we receive a valid request for a contribution which was:

3.12.1. paid in genuine error (as defined by HMRC) and was not intended to be paid

3.12.2. an employer contribution which should have ceased on the termination of employment and was paid in error; or

3.12.3. a member or third-party contribution where the member has insufficient earnings to attract tax relief on the contribution paid

3.13. Where there is insufficient Cash in your YOUR SIPP to pay a refund, we may require you to pay further funds into your YOUR SIPP or dispose of Assets to meet the amount due. We are entitled to direct that Assets are disposed of within your YOUR SIPP as a portion of the largest holding sufficient if the amount remains unpaid after 30 days. If you have taken benefits or transferred out of the Scheme and there is insufficient Cash in your YOUR SIPP you remain liable for any losses or costs incurred by us.

3.14. Contributions paid by your employer are treated as being paid gross meaning there will be no further tax relief for us to claim. We will require your employer to provide additional information which indicates the payments they are committed to making on your behalf. Where payments are not received within the statutory timescale, we are obliged to notify the Pensions Regulator if it is deemed of material significance.

3.15. If we receive a contribution and we are not provided sufficient information to identify that this is intended to be for your benefit, then this may be returned to the payer.

3.16. You should read the YOUR SIPP Key Features document for more information about how to make contributions, tax rules and eligibility restrictions including, money purchase Annual Allowance and tapered Annual Allowance. We will not be responsible for ensuring that your contributions remain below the Annual Allowance, money purchase Annual Allowance and tapered Annual Allowance. We will not normally accept contributions which exceed your available Annual Allowance or (if applicable) money purchase Annual Allowance.

3.17. If you have incurred an Annual Allowance tax charge or money purchase Annual Allowance charge, you are responsible for paying them to HMRC. In the case of the Annual Allowance, you can also pay a share of the tax charge from your YOUR SIPP as long as the amount due to HMRC is at least £2,000. The maximum amount you can pay in this way must not exceed the value of your YOUR SIPP after allowing for all fees, charges and other deductions. If you are a member of more than one pension scheme, the amount paid from your YOUR SIPP should not in any case be more than a share in accordance with HMRC's rules. To arrange the payment, you must tell us in writing that you wish to do so.

4. Pension input period

4.1. Your pension input period is a period of time defined by HMRC to measure your contributions paid. Your first pension input period starts when we accept your first contribution and ends the following 5 April. Subsequent pension input periods will be aligned with the tax year.

4.2. The Annual Allowance is defined by HMRC and limits the amount of tax relief available on pension savings in a pension input period. If the total of all pension savings made by you (or for you) exceed the Annual Allowance, you may be liable to a tax charge.

5. Transferring existing pensions to us

5.1. We may, at our discretion, accept a request to transfer all or part of your pensions from other UK registered pension schemes into your YOUR SIPP. We will only accept a transfer from a pension with safeguarded rights such as a final salary scheme (as further defined in Section 48(8) of the Pension Schemes Act 2015), if a suitably qualified and authorised financial adviser has advised you that the transfer is suitable for your personal circumstances.

5.2. We may, at our discretion, accept transfers of benefits from other Authorised Schemes, subject to the Trust Deed. Uncrystallised benefits (pension benefits that have not been cashed in) and crystallised benefits, can be accepted and will be separately identified within your YOUR SIPP.

5.3. Any crystallised benefits being transferred that are in capped drawdown will only be accepted on the basis that they will immediately be converted to flexi-access drawdown. Once income is taken from the flexi-access drawdown you will become subject to the Money Purchase Annual Allowance.

5.4. Transfers-in of benefits subject to a pension earmarking order cannot be accepted. Transfers-in of benefits subject to a pension sharing order can be accepted.

5.5. It is your responsibility to ensure a transfer of pension benefits is in your best interests. You should consider taking advice from a suitably qualified financial adviser. We do not provide advice. Our acceptance of a transfer is in no way an endorsement of the suitability for you of the transfer.

5.6. We reserve the right to reasonably refuse or refund a transfer (whether in part or whole).

5.7. Where you request a cash transfer or In-Specie transfer of approved investments from an existing pension you take responsibility for initiating all transfer instructions. We do not accept responsibility for delays in receiving transfers.

5.8. We can decline a transfer of any of the investments to be transferred. We will inform you if this is the case.

5.9. You agree that we may obtain any information we believe is necessary from your previous pension scheme to comply with Applicable Law.

6. Right to cancel your product

6.1. You may change your mind and cancel your YOUR SIPP by emailing us at SIPP@seccl.tech within 30 days from the date of opening the YOUR SIPP. If you cancel your YOUR SIPP within the cancellation period, you may not get back the full amount you invested. We will pay back your initial contribution made within this period, less any fall in value of investments you have made due to market movements and any adviser firm charges that have been paid to your appointed Adviser.

6.2. Where you have transferred into the YOUR SIPP from another Authorised Scheme, you may change your mind and cancel the transfer by emailing us at SIPP@seccl.tech within 30 days from the date of requesting the transfer. If your transferring Authorised Scheme has already released the transfer value, they may refuse to take your transfer back. You will need to choose an alternative Authorised Scheme to receive the

transfer value. We'll pay back your transfer, less any fall in value of Assets due to market movements and any adviser charges that have been paid to your Adviser.

6.3. These SIPP Terms will apply until your membership of the Scheme ceases or your YOUR SIPP is closed. Termination of these SIPP Terms shall not affect accrued rights, existing commitments or any contractual provision intended to survive termination. We reserve the right to close your YOUR SIPP if you have not made any contributions or a transfer of benefits from another Authorised Scheme, within six months of the date of your application.

7. Cash Management

7.1. The Custodian will hold contributions paid and cash transfers made into your YOUR SIPP in a pooled client account in accordance with the Trust Deed and Applicable Law. Any Cash held by the Custodian will be held as client money and managed in accordance with the FCA Rules. Further details can be found in Schedule 1.

8. Your Assets

8.1. The Assets within your YOUR SIPP will be held in the name of the Nominee on behalf of the Custodian. The Trustee remains the beneficial owner on your behalf.

8.2. YOUR SIPP permitted investment range is currently restricted to the Cash and Assets meeting the FCA's definition of "standard investments" all of which must be capable of being held by the Custodian and administered by us. Broadly speaking this means an Asset has to be an FCA authorised or recognised collective investment scheme or a listed security and capable of being valued on a regular basis and sold within 30 days.

8.3. Any investment income, including interest, or capital gains from your Assets will be held by the Custodian on your behalf and will form part of value of your YOUR SIPP.

8.4. All investment instructions are made by you or your Adviser and neither we nor the Trustee shall be responsible for any investment decision.

8.5. We have discretion to direct the Trustee to dispose of an Asset without consultation with you or your prior agreement when the following situation occurs:

8.5.1. continuing to keep an Asset would be unlawful;

8.5.2. continuing to keep an Asset that would impose tax or other costs which your YOUR SIPP may not be able to meet;

8.5.3. the Asset needs to be disposed of to meet any tax liability or other liabilities or costs (including our own);

8.5.4. where there is insufficient Cash in your YOUR SIPP to pay amounts due to us, HMRC or to pay benefits or other payments due;

8.5.5. to comply with a court order.

9. YOUR SIPP Statements

9.1. We will provide you with a number of statements: an annual pensions statement, quarterly valuation statements and any other such statements required by Applicable Law, showing you a summary and valuation of all your YOUR SIPP Assets and every transaction executed for you in the previous reporting period. Your valuation statements will be made available for you to view in the Message Hub, and you agree that you will access the Message Hub from time to time in order to review your most recent valuation statement. You agree to tell us of any discrepancy or issues with

these valuation statements in a reasonable timeframe. In the absence of any such notification, we will be entitled to assume that the valuation is an accurate reflection of your YOUR SIPP.

10. Transfers out

10.1. We, on behalf of the Trustee, have discretion over whether to accept your request to transfer out the value of your YOUR SIPP to another Authorised Scheme.

10.2. We will not transfer out benefits in accordance with these SIPP Terms unless we are satisfied as to each of the following:

10.2.1. we have proper authority and approval to make the transfer out;

10.2.2. all outstanding fees, charges and liabilities have been settled; and

10.2.3. making the transfer out is not likely to prejudice any protected benefits or be unlawful or be made to an unrecognised or unregistered pension scheme or be made to a scheme suspected of being involved in any kind of investment scam or pensions liberation.

10.3. We will not transfer out benefits to Recognised Overseas Pension Schemes (ROPS). A ROPS is an overseas pension scheme which meets the requirements as set out in 3(2) of the Pension Schemes (Categories of Country and Requirements for Recognised Overseas Schemes) Regulations 2006.

10.4. It may be necessary for us to delay a transfer out where we are unable to sell or re-register some of the Assets, particularly Assets that are cannot easily be converted to Cash for the purposes of the transfer. Such circumstances could lead to you having to defer transferring out or taking benefits.

10.5. If we receive an income payment, a dividend or other cash amount relating to your YOUR SIPP, after you have transferred out from your YOUR SIPP, we will ensure that such payments will be sent onto the receiving Authorised Scheme in accordance with the strict requirements set out in Applicable Law.

10.6. In the limited circumstances permitted by Applicable Law, such as the winding up of the Scheme, we shall be entitled to transfer out the value of your YOUR SIPP without your consent or instructions.

11. YOUR SIPP charges

11.1. You authorise the deduction and retention of all charges, applicable tax and reasonable expenses from your YOUR SIPP. You agree that charges can be rounded up to the nearest whole £1.

11.2. Where permitted by Applicable Law, we are entitled to recover costs not stipulated in but incurred by us in the administration of your YOUR SIPP. These costs include, but are not limited to, any losses, claims or liabilities involved with acquiring, valuing or disposing of any Assets; administration costs involved with complying with any court orders; disbursements or other charges or commissions levied by any investment or other professional advisers in line with the terms and conditions agreed with them; any tax charges, industry levies, duties or liabilities.

11.3. We will provide you with an annual illustration showing the effect of costs and charges on the return of your YOUR SIPP.

11.4. All charges, fees and expenses due are deducted from the Cash balance of your YOUR SIPP. Where there is insufficient Cash within the YOUR SIPP to pay amounts due to us, HMRC or to pay benefits or other payments due, we may require you to pay further

funds into the YOUR SIPP or dispose of Assets to meet the amount due. We are entitled to direct the disposal of YOUR SIPP Assets as a portion of the largest holding if the amount remains unpaid after 30 days. If you have taken benefits or transferred out of the Scheme and there is insufficient Cash in your YOUR SIPP you remain liable for any losses or costs incurred by us.

11.5. Where amounts due to us remain outstanding for more than 30 days, we are entitled to add interest to the sum outstanding at a rate of 3% AER above the Bank of England's base rate.

11.6. We are entitled to increase charges each year with effect from 1st May in line with the increase in the Average Weekly Earnings Index plus 1% which is published by the Government Office of National Statistics for the twelve-month period ending 30th September of the preceding year. Where charges are increased in line with this clause no notice will be given.

11.7. We may facilitate through your YOUR SIPP the payment of any adviser charges which you have agreed with your Adviser or DFM to be paid in this way.

11.8. We also have the right to increase charges in certain circumstances, as outlined in Clause 27.

12. Closing your YOUR SIPP

12.1. If you decide to close your YOUR SIPP, you cannot automatically withdraw the value. The Assets or Cash held in your YOUR SIPP can only be transferred out to another Authorised Scheme or used to provide benefits in accordance with these SIPP Terms and the Trust Deed. See clause 17 for the conditions for receiving benefits.

12.2. We may close your YOUR SIPP on giving you notification, if (i) we cease to act as a pension scheme administrator and operator and a suitable replacement cannot be found, or (ii) it becomes impractical to continue to administer your YOUR SIPP in accordance with any Applicable Law.

12.3. If we close your YOUR SIPP on these grounds, we will give you at least 90 days' notice of the closure and will explain your options for transferring out to another Authorised Scheme.

13. Your personal information

13.1. We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these SIPP Terms, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

14. Intellectual property

14.1. All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these SIPP Terms or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

15. Complaints

15.1. If you have a complaint about any element of the YOUR SIPP please contact us at support@seccl.tech. or via telephone on 01225 435200. Our lines are open Monday to Friday 09:00 to 17:00.

15.2. Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint

15.3. We will endeavour to resolve any complaint as soon as possible.

15.4. If we have not issued a final response within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint.

15.5. By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square London E14 9SR
Telephone: 0800 023 4567 (call charges will vary)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The Pensions Ombudsman

Alternatively, you may have the right to refer your complaint to the Pensions Ombudsman. The Pensions Ombudsman may investigate and determine certain complaints or disputes about pensions that are referred to the Ombudsman in accordance with legislation, and may be contacted at:

10 South Colonnade Canary Wharf
London E14 4PU

Telephone: 0800 917 4487 (call charges will vary) Email: helpline@pensions-ombudman.org.uk or request an application form by emailing enquiries@pensions-ombudsman.org.uk Website: www.pensions-ombudsman.org.uk

16. Ending these SIPP Terms

16.1. See Section A Clause 28 on when/how SIPP Terms can be amended/terminated.

16.2. You agree to us transferring all or any of our rights and obligations under these SIPP Terms to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. These obligations include the appointments of Seccl as the scheme administrator and operator and the appointment of Digital Pension Trustees Limited as the Trustee. If we do this, we will

give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your YOUR SIPP from the time that the change takes effect to the extent that those obligations applied to our appointment. The new scheme administrator / operator or trustee will take on our obligations to provide the services under these SIPP Terms in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.

17. YOUR SIPP benefits

17.1. We only allow you to take benefits from your YOUR SIPP with the support and advice from your Adviser. You can of course transfer your YOUR SIPP to another Authorised Scheme and we will not charge you for this transfer.

17.2. If you are 50 or over, the Government has launched a free and impartial service to help you understand what your choices are and how they work, this can be accessed online, over the telephone by calling 0800 138 3944 or face to face - see www.moneyhelper.org.uk/en/pensions-and-retirement/pension-wise.

17.3. It is strongly recommended that prior to accessing your pension benefits you seek advice from a suitably qualified financial adviser or obtain guidance from Pension Wise.

17.4. You can take benefits from your YOUR SIPP from the Normal Minimum Pension Age by instructing us online to:

- pay you one or more uncrystallised funds pension lump sum.
- commence drawdown pension (flexi-access drawdown) with all or part of your YOUR SIPP or the balance after taking any Pension Commencement Lump Sum ("PCLS").
- Buy an annuity from an annuity provider in your name with all or part of your YOUR SIPP and pay you any pension commencement lump sum ("PCLS") where allowable.

17.5. You may be able to take benefits early if:

- you have transitional rights to a protected pension age, and you satisfy the conditions in the Trust Deed; or
- we are satisfied that you are, and will continue to be, incapable of carrying on your occupation because of physical or mental impairment (in this case you must provide medical evidence to show that you have become incapable of carrying on that occupation and will continue to be incapable of returning to it).

17.6. Any uncrystallised fund (this being a pension fund that has not yet been accessed for retirement income) can be used to pay a tax-free lump sum and then any remainder can be used to provide taxable retirement income, one or more UFPLSs can normally be paid. An UFPLS is a cash sum taken from a pension pot that has not paid out any retirement income. For each withdrawal usually the first 25% (or up to the available lump sum allowance if lower) will be tax-free and the rest will be taxed at your appropriate tax rate as a pension under PAYE.

17.7. At the point you wish to take benefits you will be required to complete an online application/questionnaire and you are entitled to a 30-day cancellation period if benefits are taken as flexi-access drawdown, for the first instance of taking benefits only, effective from the date you receive a cancellation notice. Where you receive payment of benefits to which you are entitled and subsequently exercise your right to cancel you will be required to return any income payments received back to YOUR SIPP. Failure to do so will be deemed as overriding your cancellation instruction. In

accordance with regulations, we are unable to cancel the PCLS element of any benefits you have taken This element will become an unauthorised payment if any associated income withdrawal is not taken within 6 months. With the exception of your PCLS/tax-free lump sum, payments made by us to you from your YOUR SIPP will be made net of tax under PAYE and can be paid at regular intervals. We will normally offer payment on a monthly, quarterly or annual basis. Payments are conditional on there being sufficient cleared funds available in your YOUR SIPP. We may request that your Adviser dispose of Assets within your YOUR SIPP on a proportional basis to ensure there are funds available if the amount remains unpaid after 30 days.

17.8. Payment to you by means of flexi-access drawdown ("FAD") can involve a payment of a tax-free PCLS with any income being taxable as income. FAD is an option to use your retirement fund to provide retirement income.

17.9. We will not pay benefits in accordance with these SIPP Terms unless we are satisfied as to each of the following:

17.9.1. you have received financial advice;

17.9.2. we have proper authority to pay the benefits;

17.9.3. we are in receipt of all the necessary information required by regulations;

17.9.4. we have received all the fees due to us;

17.9.5. all liabilities and costs have been satisfied by your YOUR SIPP ; and

17.9.6. all outstanding transfers have been received by your YOUR SIPP.

17.10. Where you take benefits flexibly, your Annual Allowance will reduce. For details of this and how it could impact your retirement savings plans please speak with your Adviser.

17.11. When you commence taking benefits from your YOUR SIPP, there are two lump sum allowances available the Lump Sum Allowance (LSA) and the Lump Sum and death Benefits Allowance (LSDBA). For most people, the lump sum allowance (LSA) will limit the tax-free cash available from your pension to £268,275. In most cases, the lump sum and death benefit allowance (LSDBA) will limit the total amount of tax-free cash available in your lifetime and when you die to £1,073,100. Before the 2023/24 tax year, the lifetime allowance was the limit on the amount of benefits you could take across all pension schemes before additional tax charges would apply. From 2023/24 the tax charge ceased to apply and from 6 April 2024 the lifetime allowance no longer applies. The lifetime allowance still limits tax-free lump sum entitlement. If you hold any forms of previous lifetime allowance protection, you will keep the lump sum entitlement from it. When you commence taking benefits from your YOUR SIPP we will calculate your available tax-free lump sum based on the information you provide. You must provide us with the information necessary for us to calculate the available lump sum allowance. This information includes details of any protections from the previous lifetime allowance that you have, and all lump sums previously taken. If the requested tax-free lump sum exceeds your available allowance the payment will be restricted to the available allowance.

17.12. If you took benefits before 6 April 2024 your lump sum allowance is reduced by 25% of the previously used lifetime allowance. Meaning if 100% of lifetime allowance was used, the lump sum allowance would be Nil. This is known as the "default transitional reduction". However, where the actual amount of tax-free lump sums received were lower than the default amount, you can apply to the scheme administrator of any

registered pension scheme that you are a member of, for a "transitional tax-free amount certificate". The certificate will confirm the:

"Lump sum transitional tax-free amount" – the total of all the PCLS and tax-free amounts of ufpls that has been paid before 6 April 2024. And "Lump sum and death benefit transitional tax-free amount" – the total tax-free amount of lump sums paid, including serious ill health lump sums and lump sum death benefits paid before 6 April 2024. To apply for a "transitional tax-free amount certificate" from us, you (or your personal representatives) will need to provide complete evidence to the pension scheme of previous amounts received. The application for a "transitional tax-free amount certificate" must be made before any request to take benefits from 6 April 2024. The scheme administrator has 3 months under the regulations to issue the certificate or confirm why it cannot be issued. We will only refuse to issue the certificate if incomplete evidence has been received to allow the calculations to be completed. Once a certificate has been issued it cannot be cancelled if the member finds that their available lump sum allowances under the standard calculation would have been more beneficial.

17.13. In addition to the benefits listed above you have the option to purchase an annuity for life at any time from the Normal Minimum Pension Age. We do not provide annuities so your choice of annuity must be selected from a UK Insurance company.

18. Death benefits

18.1. On your death the payments we make, and how these are taxed, will depend on:

18.1.1. the Trust Deed;

18.1.2. whether your YOUR SIPP had been crystallised before you died (i.e. whether you had taken any benefits);

18.1.3. your age at the time of death; and

18.1.4. how we exercise our discretion.

18.2. Upon being notified of your death, in order to settle any death benefits payable under your YOUR SIPP, your beneficiaries or legal representatives should send a copy of your death certificate (either original or certified copy) to your Adviser who will forward it to us.

18.3. On receipt of your death certificate, we will restrict all investment and freeze your YOUR SIPP until an instruction is received from your representatives.

18.4. We may, at our complete discretion, decide who should receive a lump sum death benefit and in what proportion. The list of your potential beneficiaries include any one or more of your beneficiaries, dependants, nominees or successors.

18.5. Where you have made a nomination, we will take your wishes into account but are not bound by them. This will include the ability to establish a new YOUR SIPP for a beneficiary.

18.6. By exercising our discretion in favour of a dependant, nominee (such nominee must have been nominated by you), or other beneficiary, that dependant, nominee or beneficiary (as applicable) may choose for the benefits to be paid in one or more of the following ways:

18.6.1. a lump sum death benefit;

18.6.2. income from income drawdown

18.6.3. the purchase of an annuity.

18.7. We shall deduct any tax from the lump sum or income payments for which the Scheme may be liable. All nominees must be selected via our online process.

18.8. On your death the value of your YOUR SIPP can be used to provide a lump sum or an ongoing income or used to buy an annuity. If you die before your 75th birthday, then lump sum payments and income from your YOUR SIPP will generally not be subject to tax as long as it is possible to make a payment within the two years from the date we are notified of your death. If you die on or after your 75th birthday, then any lump sum payments are generally subject to tax.

18.9. Lump sum death benefits received by your dependant or nominee successor will be tested against your available allowance (see clause 17.12 explaining allowances). Where lump sum death benefits are paid in respect of a deceased dependant, nominee or successor, these will be tested against the nominee's or successor's available lump sum and death benefit allowance. The benefit will not be tested against the original member's or beneficiary's allowance.

19. How to contact Seccl

We recommend that you contact us by sending an email to SIPP@seccl.tech or via telephone on 01225 435200, lines are open, Monday to Friday 09:00 to 17:00. Please do not include any account details when you contact us by email.

Seccl Technology Limited is registered in England and Wales No 10237930. Registered office 20 Manvers Street, Bath, BA1 1JW.

Seccl Custody Limited is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

SCHEDULE 1 – CUSTODIAN'S TERMS

1. Background

1.1. YOU Asset Management Limited has arranged for Seccl Custody Limited ("Seccl") as the Custodian to provide the custody services described in this schedule (the "Custody Terms") to you. Seccl is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and assets.

1.2. Seccl is registered in England, registration number 10430958. To contact Seccl, you can write to 20 Manvers Street, Bath, BA1 1JW.

1.3. Terms not defined in these Custody Terms have the meaning set out in the Platform Terms & Conditions or the FCA Rules.

2. System Operation – Applying and Transacting

2.1. Seccl is authorised to ensure that the custody of your Cash and Assets are kept safe in accordance with Applicable Law.

2.2. Any deposits or withdrawals of Cash or instructions to buy, sell or transfer Assets, through the Platform, will be recorded and managed in accordance with the FCA Rules. Seccl will ensure any investment instructions arranged by the Platform Provider

are completed in accordance with the Platform Terms & Conditions.

2.3. All Cash will be held with an approved bank in a designated client money statutory trust account. The account is held separately from any monies held by either Seccl or the Platform Provider.

2.4. Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of Seccl. This arrangement safeguards and segregates your Assets from those of Seccl. Seccl accepts the same level of responsibility under the FCA Rules to you for the Nominee.

2.5. Your Cash and Assets will be held in a pooled arrangement. This means that Seccl will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for Seccl to administer your investments on a pooled basis.

2.6. Where Assets are held in an "omnibus account", the legal title to these Assets will be in the name of the Nominee together with Assets held for other Clients. This means that Assets held for you will not be separately identifiable within the Nominee's account, only in Seccl's books and records. In the event of a default in relation to Assets held in an omnibus account, you may not receive your full entitlement if there is any irreconcilable shortfall in investments and may share with other Clients in the shortfall in proportion to your original share. There may also be a delay in receiving your entitlement to such investments.

2.7. Where Cash is held in a pooled account together with money from other Clients, you will not have a claim against a specific amount in a specific account. In the event that any bank with which Seccl has deposited the client money was to fail, you may not receive your full entitlement and may share in the shortfall with other Clients in proportion to your original share. This could include any fees deducted by insolvency practitioners.

2.8. Seccl will have instances where it needs to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise Seccl to do this.

2.9. Seccl will use reasonable care and due diligence to perform its duties as Custodian.

2.10. Where Seccl receives income from your Assets, for example through dividend payments or fund distributions, Seccl will reconcile and credit these to your Investment Account(s). All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.

2.11. As "Corporate Action" events arise (i.e. something that will bring about a change in the investments you hold such as rights issues, stock splits, mergers and name changes), Seccl will inform the Platform Provider who will take action as set out in Section A of the Platform Terms & Conditions.

2.12. Seccl will facilitate the transfer of Cash and Assets in accordance with your instructions and the Platform Terms & Conditions.

3. Cash Processes

3.1. Any Cash deposits or income will be credited to the relevant Investment Account once identified and reconciled by Seccl.

3.2. Seccl will pay any and all interest net of any amounts retained by the Platform Provider according to the Platform Terms & Conditions. Interest is accrued daily and paid monthly in the month immediately following that for which it was accrued. Interest is

calculated on cleared Cash balances. Interest which accrues on client money accounts will not be treated as client money until it is applied each month.

3.3. Where interest cannot be distributed due to rounding differences, the unallocated interest will be paid to a registered charity chosen by Seccl.

3.4. Seccl may use a combination of instant access, notice and unbreakable term deposit accounts to diversify the way it holds client money, where notice periods or unbreakable terms may be up to 95 days in accordance with the FCA Rules. In extraordinary circumstances, there may be a delay in receiving any withdrawals.

4. Settlement

4.1. Settlement of Assets will be in line with market best practice, see Schedule 2: Order Execution Policy.

4.2. For Model Portfolio and switch orders, Seccl will place a buy order after the sell instruction is confirmed by the Fund manager or the market. Seccl may delay the purchase of ETI orders if the intended Settlement date on the sale of a Fund is a day or more beyond that of the ETI order.

5. Adviser Fees & Charges

5.1. Where Adviser Charges are to be deducted from an Investment Account, Seccl will process Adviser Charges in line with instructions submitted to the Platform. This includes any instructions relating to ad-hoc Adviser Charges or a change in the ongoing Adviser Charge rate applied to your Platform Account. We will treat instructions from your Adviser as having been fully authorised by you. If you become aware of an Adviser Charge that you have not agreed with your Adviser, please get in touch with the Platform Provider or your Adviser to discuss.

5.2. If you have an Investment Account from which Adviser Charges and/or DFM Charges are being taken but it no longer has sufficient value to pay these Adviser Charges or DFM Charges, Seccl reserves the right not to pay these Charges. You will still be responsible for paying those Charges to the Adviser or DFM.

6. Liens

6.1. Seccl reserves the right to enforce the right of liens (a right for us to hold on to Assets in our possession pending payment of a debt you owe) over the Assets in specific circumstances and where agreed with the Platform Provider.

7. Communications

7.1. All communication with you will be in English through the Message Hub.

7.2. Seccl will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the Platform Provider of any errors or omissions in respect of the accuracy of these documents.

7.3. Ad hoc statement requests are available to download from the Platform.

8. Complaints

8.1. Seccl has its own complaints policy. If you want to complain, please contact the Platform Provider first. If the complaint relates to services provided by Seccl, Seccl will provide the Platform Provider with all necessary information to resolve the complaint.

The Platform Provider may ask Seccl to take control or assist with the complaint if necessary.

8.2. If you would rather contact Seccl directly, please contact Seccl by email at support@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.

8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:

- Exchange Tower, London E14 9SR.
- Telephone: 0800 023 4567 or 0300 123 9123
- email: complaint.info@financial-ombudsman.org.uk
- website: www.financial-ombudsman.org.uk.

9. Remuneration

9.1. The Platform Provider pays Seccl for custody services. In some cases, this may be paid directly from your Platform Account depending on your Agreement with the Platform Provider.

10. Conflicts of Interest

10.1. Seccl maintain a Conflicts of Interest Policy independent of the Platform Provider. It is available by contacting the Platform Provider.

11. Force Majeure Event

11.1. To the extent permissible under Applicable Law, neither you nor Seccl shall be responsible for any loss or damage suffered by the other by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or Seccl from fulfilling obligations under these Custody Terms. If such loss, damage or failure is, or may occur, due to such an event, each party will use reasonable endeavours to minimise the effects and will notify the other.

12. Data Protection

12.1. In acting as your Custodian, Seccl will have access to the data you provide when you apply to the Platform. In the agreement between the Platform Provider and Seccl both parties are joint data controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.

12.2. Seccl will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.

12.3. Seccl will retain your data and relevant communications for a period of seven (7) years from the date you close your Platform Account in line with FCA rules.

13. Use of Third Parties

13.1. To provide custody services Seccl will use the services of third party service providers.

13.2. Examples include the provision of: data and price feeds of assets, the execution of trading instructions, clearing and Settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

13.3. Where services are provided by a third party, Seccl will use reasonable care and due diligence in selecting them and monitoring their performance. Except in relation to the services of the Nominee under clause 2.4, Seccl does not guarantee proper performance by the third party and will not itself be responsible if a third party provider fails to meet its obligations. If the third party defaults or becomes insolvent, Seccl will attempt to recover any losses you have suffered. However, if the third party cannot repay its creditors any shortfall may have to be shared proportionally among them, including you and other Clients, and you may lose some or all of your Cash or Assets. This may include circumstances where it is not possible under the relevant national law and the arrangements for the registration of legal title to the Assets to identify the Client Assets from the assets of the third party firm. In this situation, you will not necessarily be entitled to compensation from Seccl, and you may seek recompense from the FSCS.

14. Account Closure

14.1. Where your Platform Account has been closed, Seccl may pay away residual balances below £10 remaining on your Platform Account to a registered charity chosen by Seccl in line with FCA rules.

15. Termination

15.1. Seccl may terminate the Custody Terms at any time by giving the Platform Provider thirty (30) days' written notice (subject to Applicable Law).

15.2. Seccl may also terminate the Custody Terms with immediate effect by written notice if required to do so by Applicable Law or on instructions from the Platform Provider.

15.3. In this event, the Platform Provider will instruct Seccl where to transfer your Assets and Cash. If the Platform Provider does not do so promptly, or if it no longer represents you, then Seccl will ask you and you will give the relevant instruction. Seccl will transfer your Assets and Cash in accordance with the relevant instruction or otherwise directly to you. The Custody Terms will continue to apply until the transfer is complete.

16. Severability

16.1. If any part of the Custody Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

17. Notices of Change/Variations

17.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of which is available from the Platform Provider.

18. Governing Law

18.1. The Custody Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or their subject matter or formation.

19. Liability

19.1. Seccl will use all reasonable skill, care and diligence in acting as your Custodian. Seccl will be liable to you for any direct loss that is the result of negligence or failure by Seccl to account for Cash or Assets in Investment Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the Platform Provider.

19.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability Seccl may have for death or personal injury or any duty or liability it may have to you under the FCA Rules or regulatory system.

19.3. Seccl will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Investment Account(s);
- from the default of any bank, fund manager or provider which holds your Cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets;
- from any tax liabilities or charges that are incurred in relation to your Investment Account(s) and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless we do not receive it due to a fault or omission on our part.

19.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

SCHEDULE 2 CUSTODY TERMS – THIRD PARTY PRODUCT PROVIDER(S)

1. Background

1. The Third-Party Product Provider has arranged for Seccl Custody Limited ("Seccl") as the Custodian to provide the custody services described in this schedule (the "Custody Terms"). Seccl is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and assets.
2. Seccl is registered in England, registration number 10430958. To contact Seccl, you can write to 20 Manvers Street, Bath, BA1 1JW.
3. Terms not defined in these Custody Terms have the meaning set out in the Terms & Conditions or the FCA Rules.

2. System Operation - Applying and Transacting

2.1. Seccl is authorised to ensure that the custody of the Cash and Assets of the Third-Party Product Provider are kept safe in accordance with Applicable Law.

2.2. Any deposits or withdrawals of Cash or instructions to buy, sell or transfer Assets, through the Platform, will be recorded and managed in accordance with the FCA Rules. Seccl will ensure any investment instructions arranged by the Platform Provider are completed in accordance with the Platform Terms & Conditions.

2.3. All Cash will be held with an approved bank in a designated client money statutory trust account. The account is held separately from any monies held by either Seccl or the Platform Provider.

2.4. Assets will be registered to Digital Custody Nominees Limited ("**Nominee**") which is a wholly owned subsidiary company of Seccl. This arrangement safeguards and segregates the Third-Party Product Provider's Assets from those of Seccl. Seccl accepts the same level of responsibility under the FCA Rules to the Third Party Product Provider for the Nominee.

2.5. The Third Party Product Provider's Cash and Assets will be held in a pooled arrangement. This means that Seccl will have records that identify the Third Party Product Provider's ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for Seccl to administer the Third Party Product Provider's investments on a pooled basis.

2.6. Where Assets are held in an "omnibus account", the legal title to these Assets will be in the name of the Nominee together with Assets held for other Clients. This means that Assets held for the Third Party Product Provider will not be separately identifiable within the Nominee's account, only in Seccl's books and records. In the event of a default in relation to Assets held in an omnibus account, the Third Party Product Provider may not receive their full entitlement if there is any irreconcilable shortfall in investments and may share with other Clients in the shortfall in proportion to your original share. There may also be a delay in receiving entitlement to such investments.

2.7. Where Cash is held in a pooled account together with money from other Clients, the Third Party Product Provider will not have a claim against a specific amount in a specific account. In the event that any bank with which Seccl has deposited the client money was to fail, the Third Party Product Provider may not receive their full entitlement and may share in the shortfall with other Clients in proportion to their original share.

2.8. Seccl will have instances where it needs to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, the Third Party Product Provider authorise Seccl to do this.

2.9. Seccl will use reasonable care and due diligence to perform its duties as Custodian.

2.10. Where Seccl receives income from the Third Party Product Provider's Assets, for example through dividend payments or fund distributions, Seccl will reconcile and credit these to the Third Party Product Provider's Investment Account(s). All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.

2.11. As "Corporate Action" events arise (i.e. something that will bring about a change in the investments held for the Third Party Product Provider, such as rights issues, stock splits, mergers and name changes), Seccl will inform the Third Party Product Provider.

2.12. Seccl will facilitate the transfer of Cash and Assets in accordance with the Third Party Product Provider's instructions in line with the agreement between SCL and the Third Party Product Provider.

3. Cash Processes

3.1. Any Cash deposits or income will be credited to the relevant Investment Account once identified and reconciled by Seccl.

3.2. Seccl will pay any and all interest net of any amounts retained by the Platform Provider according to the Third Party Product Provider's agreement with them. Interest is accrued daily and paid monthly, calculated on cleared Cash balances. Interest which accrues on client money accounts will not be treated as client money until it is applied each month.

3.3. Where interest cannot be distributed due to rounding differences, the unallocated interest will be paid to a registered charity chosen by Seccl.

3.4. Seccl may use a combination of instant access, notice and unbreakable term deposit accounts to diversify the way it holds client money, where notice periods or unbreakable terms may be up to 95 days in accordance with the FCA Rules. In extraordinary circumstances, there may be a delay in receiving any withdrawals.

4. Settlement

4.1. Settlement of Assets will be in line with market best practice. Where Assets are traded in Exchange Traded Instruments ("ETIs"), Seccl will normally operate on a delivery-versus-payment ("DVP") settlement basis, which means the full protections of the FCA Rules will not apply to the Settlement of purchase and sale transactions within a specified window using a "commercial settlement system". By agreeing to the Custody Terms, the Third Party Product Provider–permits Seccl to apply the DVP exemption up until any delivery of Assets (purchases) or Cash (sales) passes the third Business Day, after which the full protection of the FCA Rules will apply.

4.2. For Model Portfolio and switch orders, Seccl will place a buy order after the sell instruction is confirmed by the Fund manager or the market. Seccl may delay the purchase of ETI orders if the intended Settlement date on the sale of a Fund is a day or more beyond that of the ETI order.

5. Adviser Fees & Charges

5.1. Where Adviser Charges are to be deducted from an Investment Account, Seccl will process Adviser Charges in line with instructions submitted to the Platform. This includes any instructions relating to ad-hoc Adviser Charges or a change in the ongoing Adviser Charge rate applied to the Third Party Product Platform Account. We will treat instructions from the authorized Adviser as having been fully authorised by the Third Party Product Provider.

5.2. If the Third Party Product Investment Account from which Adviser Charges and/or DFM Charges are being taken no longer has sufficient value to pay these Adviser Charges or DFM Charges, Seccl reserves the right not to pay these Charges. The Platform Provider's Client will still be responsible for paying those Charges to the Adviser or DFM.

6. Liens

6.1. Seccl reserves the right to enforce the right of liens (a right for us to hold on to Assets in our possession pending payment of a debt you owe) over the Assets in specific circumstances and where agreed with the Third Party Product Provider and Platform Provider.

7. Communications

7.1. All communication with you will be in English through the Message Hub.

7.2. Seccl will provide statements monthly and contract notes, which will detail the buys or sells instructed on Third Party Product Provider Investment accounts. It is the responsibility of the Third Party Product Provider read this information, and it is important to notify Seccl of any errors or omissions in respect of the accuracy of these documents.

7.3. Ad hoc statement requests are permitted for which Seccl or the Platform Provider reserves the right to charge a fee.

8. Complaints

8.1. Seccl has its own complaints policy. If the Third Party Product Provider has a complaint relating to services provided by Seccl they should raise it with Seccl in writing. If the Third Party Product Provider's client complain about either its services or those provided by Seccl, the party to whom the complaint was made shall notify the other. Seccl will provide all necessary information to resolve the complaint.

8.2. If the Third Party Product Provider or its Client would rather contact Seccl directly, please contact Seccl by email at support@seccl.tech mailto:complaints@seccl.techor by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.

8.3. If we do not resolve the Third Party Product Provider's Client's complaint satisfactorily or fail to resolve it within eight weeks of receiving the complaint, they can also direct their complaint to the Financial Ombudsman Service at:

- Exchange Tower, London E14 9SR.
- Telephone: 0800 023 4567 or 0300 123 9 123;
- email: complaint.info@financial-ombudsman.org.uk; and
- website: www.financial-ombudsman.org.uk.

9. REMUNERATION

9.1. The Platform Provider pays Seccl for custody services. In some cases, this may be paid directly from the Third Party Product Provider Investment Account depending on the Third Party Product Provider's Agreement with the Platform Provider.

10. Conflicts of Interest

10.1. Seccl maintain a Conflicts of Interest Policy independent of the Platform Provider. It is available by contacting Seccl.

11. Force Majeure Event

11.1. To the extent permissible under Applicable Law, neither the Third Party Product Provider nor Seccl shall be responsible for any loss or damage suffered by the other by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict the Third Party Product Provider or Seccl from fulfilling obligations under these Custody Terms "). If such loss, damage or failure is, or may occur, due to such an event, each party will use reasonable endeavours to minimise the effects and will notify the other.

12. Data Protection

12.1. In acting as the Third Party Product Provider's Custodian, Seccl will have access to the data provided by the Third Party Product Provider. The Third Party Provider's data will be processed in line with its agreement with Seccl.

12.2. Seccl will use the Third Party Product Provider's details for regulatory reporting purposes and will not use or share your information for marketing purposes.

12.3. Seccl will retain the Third Party Product Provider's Client's data and relevant communications for a period of seven (7) years from the date the Third Party Product Investment Account is closed in line with FCA rules.

13. Use of Third Parties

13.1. To provide custody services Seccl will use the services of Third Party service providers.

13.2. Examples include the provision of: data and price feeds of assets, the execution of trading instructions, clearing and Settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

13.3. Where services are provided by a third party, Seccl will use reasonable care and due diligence in selecting them and monitoring their performance. Except in relation to the services of the Nominee under clause 2.4, Seccl does not guarantee proper performance by the third party and will not itself be responsible if a Third Party provider fails to meet its obligations. If the Third party defaults or becomes insolvent, Seccl will attempt to recover any losses the Third Party Product Provider has suffered. However, if the third party cannot repay its creditors any shortfall may have to be shared proportionally among them, including the Third Party Product Provider and other Clients, and the Third Party Product Provider may lose some or all of their Cash or Assets. This may include circumstances where it is not possible under the relevant national law and the arrangements for the registration of legal title to the Assets to identify the Client Assets from the assets of the Third Party firm. In this situation, the Third Party Product Provider will not necessarily be entitled to compensation from Seccl and may seek recompense from the FSCS.

14. Account Closure

14.1. Where an Investment Account has been closed, Seccl may pay away residual balances below £10 remaining on your Platform Account to a registered charity chosen by Seccl in line with FCA rules.

15. Termination

15.1. Seccl may terminate the Custody Terms at any time by giving the Third Party Product Provider three months written notice (subject to Applicable Law).

15.2. Seccl may also terminate the Custody Terms with immediate effect by written notice if required to do so by Applicable Law or on instructions from the Third Party Product Provider.

15.3. In this event, the Third Party Product Provider will instruct Seccl where to transfer the Client Assets and Cash. Seccl will transfer the Client Assets and Cash in accordance with the relevant instruction or otherwise directly to the Third Party Product Provider. The Custody Terms will continue to apply until the transfer is complete.

16. Severability

16.1. If any part of the Custody Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

17. Notices of Change/Variations

17.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of which is available from SCL

18. Governing Law

18.1. The Custody Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2. The Third Party Product Provider agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or their subject matter or formation.

19. Liability

19.1. Seccl will use all reasonable skill, care and diligence in acting as the Third Party Product Provider's Custodian. Seccl will be liable to the Third Party Product Provider for any direct loss that is the result of negligence or failure by Seccl to account for Cash or Assets in Investment Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of the Third Party Product Provider, its Client or the Platform Provider.

19.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability Seccl may have for death or personal injury or any duty or liability it may have to the Third Party Product Provider under the FCA Rules or regulatory system.

19.3. Seccl will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by the Third-Party Product Provider or its Client;
- as a result of the Third-Party Product Provider's Client's decisions relating to the choice, purchase, retention and sale of any Assets in the Third-Party Product Provider Investment Account(s);
- from the default of any bank, fund manager or provider which holds the Third-Party Product Provider's Cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets;
- from any tax liabilities or charges that are incurred in relation to the Third-Party Product Provider's Investment Account(s) and/ or the Assets held within it; or
- from any instruction sent by the Third-Party Product Provider or its Client that is not received by us, unless we do not receive it due to a fault or omission on our part.

19.4 The Third-Party Product Provider accepts and acknowledges that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

SCHEDULE 3 order execution policy

1. Introduction

The YOUR Platform has appointed Seccl Custody Limited ("Seccl") to provide custody services. The Order Execution Policy is aimed at providing a general understanding of the typical dealing arrangements provided by Seccl when using the YOUR Platform.

Any reference in this Order Execution Policy "we", "us" and "our" are references to Seccl.

These arrangements may vary for different categories of investment types and are described below. In addition to the Platform Terms & Conditions of the service you consent to this policy, and it will apply each time we receive and place a client order for execution.

This document outlines our Order Execution Policy (the "Policy"), which details our obligation to take all sufficient steps to obtain, on a consistent basis, the best possible result ("Best Execution") when transmitting client orders for execution

2. Transmission

Exchange traded orders

We place all Exchange–Traded Asset orders with Winterflood Business Services ("WBS") for execution. In selecting WBS as our third party broker for execution, we have considered a number of factors, including (but not limited) to:

- the size and type of the transaction/order and the broker's capabilities with respect to the relevant type of order, including its ability to execute the order in an appropriate timeframe;
- the competitiveness of applicable fees and commissions, which may be based on the size of the order or the price of the financial instrument;
- the broker's reputation and responsiveness to requests for trade data and other financial information;
- the broker's system capabilities of routing orders to execution venues where good liquidity is likely to be present;
- statistics and other information by independent consultants on the relative quality of execution services/financial services delivered by the broker;
- past performance in terms of the general value and quality of services provided by the broker;
- consistency of execution services provided.

We have satisfied ourselves that WBS has arrangements in place that enable us to meet Best Execution.

The execution factors applied by WBS when executing any orders that we place with them are set out in Section 3 of this policy. The current execution venues used by WBS are detailed in Section 10 of this policy

Funds
For Funds, client orders will generally be routed to the appropriate Fund manager for execution at the next available Valuation Point for that particular Fund. Clients' orders may be aggregated as described in Section 6

3. Best Execution Factors Applied by WBS
When executing orders, unless otherwise specifically instructed, WBS will use price as the primary measure for achieving Best Execution. The following execution factors will be considered, and how these may be considered as part of the decision-making process in the context of the details below (listed in order or priority for a typical trade). Their importance will vary depending on the characteristics of the client order.

Price
Price will be determined with reference to the execution venues to which WBS connects and on which the security is traded. WBS use automatic execution technology which will source the best price from a range of retail service providers and market makers. Where an electronic price is not available the order will be dealt manually by WBS's dealing team.

Cost
For orders where brokerage or exchange fees are applicable, WBS will not seek to pass these on to you. For international orders, certain costs (such as foreign exchange 'FX') may be passed through to you within the price spread, but WBS deem this to still result in the best overall outcome and hence total consideration for you. Any relevant commission rates will have been agreed with the client in advance.

Likelihood of Execution and Settlement
Likelihood of execution is very high due to the relationships WBS has forged with its market maker and broker counterparties. Likelihood of Settlement is difficult to assess pre-trade, but WBS monitors the Settlement performance of each counterparty so there is a historical track record to base this decision on.

Size
The size of the trade in relation to the liquidity of the stock may have significant influence on the best execution process and is directly correlated to the market impact (implicit costs).

Nature
Consideration will be given to the liquidity of the stock on the order book at the relevant time. Execution may be heavily influenced by the level of on or off order book trading patterns in the stock. These factors plus the size of the order will determine the appropriate execution method. This may include the working of an order into the marketplace using an appropriate benchmark or immediate execution on an outright bid/offer price, for example.

Speed
The importance of speed of transactions will vary. For example, to reduce the implicit costs associated with market impact, an order might be worked over a day or more. Different order types and specific instructions may also have a bearing on the speed of execution.

Other Relevant Considerations
Careful consideration shall be given not just to each element in isolation, but also to any compromise or interaction between these factors. For example, size against market impact or speed against price, any of which might also be influenced by a client's specific instruction.

4. Order Types
At present, we offer one exchange traded order type:

At Best Order – Deal immediately at the best available price for that size of order based on the execution venues available, without the client viewing the price in advance.

5. Specific Instruction
Where you give us a specific instruction as to the execution of an order, we will execute the order in accordance with those specific instructions, and you should be aware that doing so may prevent us from applying this policy to achieve Best Execution. Where your specific instructions relate to only part of the order, we will continue to apply our policy to those aspects of the order not covered by those instructions.

6. Aggregation and Priority
For Funds, orders may be aggregated with the orders of other Clients and bulked prior to executing with the Fund manager. For exchange-traded orders, WBS may combine orders with orders for the account of other clients, or for its own account (including in relation to fractional orders). The aggregation of orders may operate on some occasions to a client's (or its customers') advantage and on some occasions to a client's (or its customers') disadvantage in relation to a particular order. The decision to aggregate will be taken in WBS's sole discretion and where orders have been aggregated, they will be allocated to clients on a pro-rata basis in accordance with WBS's order allocation policy.

Depending on price and the consideration received, the disaggregation of bulked proceeds may result in penny rounding differences which cannot be allocated at individual client level.

7. Charges, Dilution Levy or Exit Charges
For Fund orders, fund managers may levy an initial charge on purchase orders and there is a risk that Fund managers apply a "dilution levy" to the order. This normally happens where there are sizeable buy or sell orders in the market. This is an extra charge placed on the transaction and will be applied proportionately to an order placed. Should this occur, it will be clearly detailed on the order confirmation that we will provide to you.

8. Venues
For exchange-traded orders, WBS may use one or more of the execution venues listed in Section 10 to enable it to obtain the best possible outcome on a consistent basis when executing orders. WBS will regularly assess the execution venues available to ensure the best outcome. The non-exhaustive list of factors which influence their decisions include:

- Cost of Execution
- Level of liquidity available on a consistent basis – market share
- General quality of pricing available
- Cost, speed and reliability of connectivity; and

- Means and costs of clearing and Settlement

9. Monitoring

We will monitor the effectiveness of our policy to ensure that it consistently achieves the best possible result for our clients and to identify whether more favourable results could consistently be achieved by transmitting orders to other brokers or on alternative execution venues. We will review our execution arrangements and this policy at least annually, or whenever a material change occurs that affects our ability to obtain the best possible result for our clients.

Where we identify any deficiencies, we will take appropriate measures and effect suitable changes to our execution arrangements and/or this policy to address such deficiencies. We will notify you of any material changes to our execution arrangements where they are relevant to you and any changes to this policy. Any such changes will come into effect the next time that we receive a client order for execution.

If you wish to discuss the above or have any further questions, please contact us.

10. Order Venues and RSPs

WBS currently use the following execution venues:

- London Stock Exchange (LSE); including the Alternative Investment Market (AIM).
  WBS currently use the following Retail Service Providers (Market Makers/Brokers):
- Canaccord
- Flow Traders B.V
- Investec Bank
- Jane Street Financial Limited
- Jeffries International Limited
- N+1 Singer
- Numis Securities
- Panmure Gordon Limited
- Peel Hunt
- Philip Securities
- Shore Capital
- Stifel Nicolaus Europe Limited
- Susquehanna
- Virtu Financial
- UBS Switzerland AG and
- Winterflood Securities