

Terms and conditions for the CGWM client portal

This agreement is made between Canaccord Genuity Wealth Limited and/or Canaccord Genuity Wealth (International) Limited (trading as Canaccord Genuity Wealth Management (CGWM) and/or Adam & Company), as applicable, and the registered user ('you' or 'Registered User') and is effective on the date the site registration is completed with the following terms and conditions:

Purpose

CGWM provides a voluntary secure internet site called the 'CGWM client portal' to permit easy and secure access by clients or their authorised representatives to certain information and documents (which may include confidential information and documents such as valuations, contract notes and other account documentation) issued by CGWM. CGWM has sole discretion to decide what information or documents can be uploaded or viewed on the CGWM client portal.

Acceptance of terms of use

Your use of the CGWM client portal is conditional on you accepting these terms and conditions and notices contained herein. By completing the site registration you hereby acknowledge that you have read this agreement and that you agree to these terms. CGWM may modify, suspend, discontinue or restrict the use of any portion of the CGWM client portal, including the availability of any portion of the content at any time, without notice or liability.

Description of service

The CGWM client portal provides Registered Users with secure access to information displayed on the portal for their personal account or for any account which the account owner has given them specific authority to access. Any information, documents or communications on the CGWM client portal are provided as a convenient resource via a secure

medium. The CGWM client portal provides a secure messaging facility which may be used for general queries only. The secure messaging facility must not be used for the sending of instructions of any sort as these may not be viewed in a timely manner. No information, documents or communications on the CGWM client portal should be construed as an offer or solicitation or advice to conduct investment business either generally or in any specific investment product, instrument or service.

Service availability

CGWM will use reasonable efforts to provide 24-hour availability of the CGWM client portal. However, CGWM makes no representation or warranty that 24-hour service will be available. You agree and acknowledge that the CGWM client portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or mechanical or electronic failures. CGWM shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to the CGWM client portal. CGWM is not responsible for any problems or technical malfunctions of any network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any message to be received by CGWM on account of technical problems including any injury or damage to your computer or peripherals related to downloading any materials from the CGWM client portal.

User password security

Using the CGWM client portal requires the use of a username, password as well as channels (email address and/or mobile phone number) used for multiple factor authentication (MFA). The confidentiality of the username, password and MFA as well as the account itself are the responsibility of the Registered User.

Any activities which occur under the Registered User's accounts are their responsibility. You

agree to notify CGWM immediately of any unauthorised use of your account or any other breach of security, including where you become aware that the confidentiality of your username, password and/or MFA has been compromised. The use of another person's username, password and MFA is expressly prohibited.

You acknowledge that the use of username, password and MFA is an adequate form of security. You are solely responsible for (1) authorising and monitoring, controlling access to and maintaining strict confidentiality of your username, password and means of delivering MFA (2) not allowing another person to use your username, password and means of delivering MFA (3) any changes or damage that may be incurred as a result of your neglect to maintain strict confidentiality of your username, password and means of delivering MFA and (4) promptly informing CGWM of any need to deactivate a username, password or means of delivering MFA due to security concerns or otherwise or whether the security of your account has been compromised in any way.

CGWM is not liable for any harm related to misuse or theft of usernames, passwords or MFA, disclosure of usernames, passwords or MFA or your authorisation to allow another person or entity to access and use the CGWM client portal using your username, password or MFA.

CGWM will use reasonable efforts to make the CGWM client portal secure from unauthorised access. CGWM makes no warranty, express or implied, regarding the efficacy of the security of the CGWM client portal.

Accuracy of content

Whilst CGWM shall use reasonable efforts to ensure that information provided on the CGWM client portal is accurate and up to date this cannot be guaranteed. CGWM gives no warranty and makes no representation as to the accuracy, adequacy, quality or

fitness for any particular purpose or use of the CGWM client portal or the information provided on the CGWM client portal or that the provision of the service is free of viruses and other malicious code.

Computer misuse

CGWM recommend that you use reasonable virus detection and protection measures when accessing the CGWM client portal. CGWM will not be liable for any loss or damage resulting from any attack by a third party on our systems or for any computer virus or other malicious or harmful material that may infect your computer, programmes, data or other proprietary material due to the use of the CGWM client portal.

Downloads

You download reports and other documents entirely at your own risk. CGWM do not warrant the suitability of any downloads from the CGWM client portal and accept no liability for any problems with your computer, programmes, data or other proprietary material that may arise as a result.

Limitation of liability and indemnity

CGWM shall have no liability whatsoever for:

- (a) any direct loss, costs or damages incurred by the Registered User or any other person, including but not limited to a breach or alleged breach of security or a delay in the delivery of the service, except in so far as such loss, costs or damages are attributable to the negligence, wilful default or fraud of CGWM.
- (b) any indirect, special or consequential loss, costs or damages incurred by the Registered User or any other person, as a result of the use of the CGWM client portal (including use of the secure messaging facility) or the information contained therein howsoever caused. The Registered User will indemnify CGWM against any loss, liability or cost which CGWM may reasonably suffer or incur by the Registered User's use of the CGWM client portal except in so far as such loss, costs or damages are attributable to the negligence, wilful default or fraud of CGWM.

Changes to terms and conditions of use

CGWM reserves the right to modify the terms, conditions and notices under which the CGWM client portal is offered. Your continued use of the CGWM client portal after the posting of any amended terms and conditions shall constitute your agreement to be bound by any such changes.

Data privacy

For details on how we process your personal data, please refer to our Privacy Notice available via the following links:

In the UK:

www.canaccordgenuity.com/wealth-management-uk/legal-and-regulatory-information/legal--regulatory-information-uk/

In Guernsey, Isle of Man and Jersey:

www.canaccordgenuity.com/wealth-management-uk/legal-and-regulatory-information/legal--regulatory-information-offshore/

No unlawful or prohibited use

You are prohibited from using the portal to damage, disable or overburden CGWM's servers or network or impair the CGWM client portal or interfere with any other party's use of the CGWM client portal. Hacking, password mining or any other means to gain unauthorised access.

Miscellaneous

This is the entire agreement between CGWM and you regarding its subject matter. This agreement does not modify or affect any existing or future investment business terms of business or agreement or any other agreement relating to a different subject matter between you and CGWM.

Termination

The Registered User is entitled to terminate this agreement by giving notice by email to:

For clients of Canaccord Genuity Wealth Limited: ClientLiaison@canaccord.com

For clients of Canaccord Genuity Wealth (International) Limited: cgwmguernsey@canaccord.com

CGWM is entitled to terminate this agreement at its sole discretion on reasonable notice to you.

CGWM is entitled to terminate this agreement immediately if:

- The Registered User has breached the user password security obligations
- The Registered User or the account owner on whose authority the Registered User is acting ceases to maintain an account with CGWM.

If you require access to records contained on the CGWM client portal post termination, please contact us using the aforementioned email addresses.

Governing law

For clients of Canaccord Genuity Wealth Limited this agreement shall be governed and interpreted in accordance with the laws of England and Wales. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

For clients of Canaccord Genuity Wealth (International) Limited's Guernsey office, this agreement shall be governed and interpreted in accordance with the laws of Guernsey. The parties irrevocably agree that the Courts of Guernsey shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

For clients of Canaccord Genuity Wealth (International) Limited's Isle of Man office, this agreement shall be governed and interpreted in accordance with the laws of the Isle of Man. The parties irrevocably agree that the Courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

For clients of Canaccord Genuity Wealth (International) Limited's Jersey office, this agreement shall be governed and interpreted in accordance with the laws of Jersey. The parties irrevocably agree that the Courts of the Island of Jersey shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

In the event of conflict between the terms of this agreement and any applicable law, the applicable law shall prevail.