

Terms of business and service agreements

For Canaccord Genuity Wealth Limited

This booklet details the general Terms of Business which constitute the base terms for all Canaccord Genuity Wealth Limited's Services. It also details the individual Service Agreements which are only relevant to the service to which you subscribe.

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Risk warning notice

Please be aware that:

Investment Risk

Any investment involves a degree of risk and that some investments are riskier than others. The value of investments and the income from them can fall as well as rise and there is a risk that you may lose some or all of the money that you have invested.

Past performance is not a reliable indicator of future results.

No warranty is given by us to you as to the performance or profitability of your portfolio, or of any investment purchased or sold by us on your behalf.

Liquidity Risk

The liquidity of an investment is the readiness with which it can be bought and sold. Certain types of investment may have limited liquidity or liquidity may become unexpectedly impaired meaning that you may not be able to sell the investment at a reasonable price or in some cases at any price.

Currency Risk

If you deal in investments priced in currencies other than your base currency, it usually involves you entering into a related foreign exchange transaction in connection with the purchase or sale of the investments concerned and any income derived from the investment. This means that the returns on such investments may differ significantly when converted to your base currency at the prevailing exchange rate.

Borrowing Against Assets

Certain Collective Investment Schemes ('Funds') will borrow in order to purchase additional investments ('gearing'). The risk profile of Funds employing gearing is higher than those which do not, and will increase according to the level of gearing employed. You should be aware that where an investment employs gearing, it may be subject to sudden and large falls in value. In addition, movements in the price of the Fund are more volatile than the movement in the price of the underlying investments and there is an increased risk that you may lose all the money you have invested.

Credit Risk

The risk that the issuer of a debt security will default on that debt by failing to make the required payments which includes loss of the principal and interest payments.

Investing overseas

Purchasing and selling investments overseas involves the risks of dealing overseas. For example, regulatory change or government restrictions may mean that you cannot access your investments. Dealing in these markets may carry additional costs which will be passed on to you.

Terms of business

This agreement is made between:

1. Canaccord Genuity Wealth Limited ('CGWL' or 'we'/'us'/'our'), a firm authorised and regulated by the Financial Conduct Authority, under firm reference number 194927, and a wholly owned subsidiary of Canaccord Genuity Group Inc. Registered office: 41 Lothbury, London, EC2R 7AE. Registered in England & Wales no. 03739694; and
2. The account holder/s as named on the completed Application Form ('you' or the 'client').

1. Purpose of these terms

- 1.1 These Terms of Business (Terms) apply to all services offered to Retail Clients by CGWL. They form part of and should be read in conjunction with the applicable Service Agreement(s) for the following services:
 - Custody
 - Discretionary Portfolio Management
 - Advisory Portfolio Management
 - Advisory Stockbroking
 - Execution Only Stockbroking
 - Individual Savings Accounts
 - Junior ISA
- 1.2 These Terms, the applicable Service Agreement(s), the Risk Notice, the Application Form, and the Schedule of Charges, constitute the Client Agreement for the purposes of these Terms and form the basis on which we shall conduct business with you.
- 1.3 These Terms are legally binding and will take effect upon the provision by us of any service covered by these Terms or any of the Services Agreement(s), or upon your assent to these terms, whichever is earlier (the 'Effective Date').
- 1.4 These Terms form part of and should be read in conjunction with the Service Agreement(s) in place between you and us.

- 1.5 These Terms replace any previous terms on the same subject matter (without prejudice to any Services Agreement(s) in place between you and us) with effect from thirty Business Days from the date of receipt.
- 1.6 If you are a partnership, or otherwise comprise more than one person, your liabilities under these Terms shall be joint and several. In the event of bankruptcy, winding up or dissolution of any one or more of such persons, then (but without prejudice to the above or our rights in respect of such person and his successors) the rights and liabilities of that person shall be held by those person or persons surviving in respect of whom these Terms shall continue in full force and effect.
- 1.7 We will provide services to you in accordance with the Applicable Law. In the event of any conflict between these Terms and any Applicable Law, the Applicable Law shall prevail.

2. Definition & construction

- 2.1 In these Terms, Custody Agreement and Service Agreement(s) the following capitalised terms shall have the meanings set out below, unless such terms are otherwise defined in such agreements or the context otherwise requires:

Advisor charge means a fee charged to you by a third party who has provided you with regulated financial advice, and which you have expressly instructed us to pay out of your assets held at CGWL;

Applicable law means, in relation to CGWL and each of their Associates, any applicable laws, rules, regulations and codes of practice of government authorities, tax authorities and regulatory bodies and rules, regulations and codes of practice of any relevant exchange, market, clearing house or settlement system;

Application form means the account opening documentation or like document(s) signed by you when setting up your account with CGWL and/or any other group company previously providing this service to you along with any Client Questionnaire you have completed for the purpose of providing suitability information whether completed as part of the account opening form or in a separate document;

Assets include investments, property, rights, entitlement and interest in such investments or property, and unless the context otherwise requires, cash;

Associate means:

- (a) any undertaking which is the direct or indirect holding company or subsidiary of CGWL or direct or indirect subsidiary of such holding company;
- (b) any body corporate at least one-fifth of the issued equity share capital of which is beneficially owned by CGWL or an Associate;
- (c) any other person whose business or domestic relationship with CGWL or its Associate, or with the partners, directors, managers or employees of CGWL, or its Associate, places the person in a position to exercise significant influence over CGWL which might reasonably be expected to give rise to a conflict of interest in dealings with third parties;

Business day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Canaccord group means Canaccord Genuity Group Inc. and its subsidiaries;

Cash includes monies in any currency;

CGWL means Canaccord Genuity Wealth Limited;

Charges means any fee, commission or other charge levied by or through CGWL for the provision of services but excludes items levied by other parties for example taxes and market charges;

Client agreement means the completed and signed account Application Form provided to us by you, together with these Terms, the Risk Notice, Schedule of Charges and any relevant schedule including any Service Agreement(s);

Commercial settlement system means, as defined in the FCA Rules, a system commercially available to firms that are members or participants of the system, a purpose of which is to facilitate the settlement of transactions using money and/or assets held on one or more settlement accounts;

Custody agreement means the Service Agreement between CGWL and you which forms part of these Terms and under which CGWL provides safe custody of your assets and money;

Data Protection Laws means the General Data Protection Regulation as may be amended by the Data Protection Bill;

FCA means Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London or any successor body;

FCA rules means the rules and guidance of the FCA from time to time as set out in the FCA's handbook of rules and guidance;

FSCS means the Financial Services Compensation Scheme, details of which can be accessed at www.fscs.org.uk

FSMA means the Financial Services and Markets Act 2000;

Guide to Risk and Investment means the document of the same name which is available on request;

HMRC means HM Revenue and Customs, the UK's tax authority;

JISA means a Junior Individual Savings Account operated under the Individual Savings Accounts Regulations as amended;

Management fee means the annual fee charged for a discretionary portfolio management account;

ISA means an Individual Savings Account operated under the Individual Savings Accounts Regulations as amended;

Nominated bank account means an account at an authorised bank held in the same name as your account held with CGWL and which our records show

has been designated by you as the bank account to which payments from your CGWL account(s) should be made;

Nominated telephone number means the telephone number(s) which our records show has been designated by you as the number(s) on which we will contact you;

Non-nominated bank account means any bank account which is not your Nominated Bank Account;

Non-associate means any other company or entity which is not an Associate;

Person includes natural persons and incorporated and unincorporated bodies;

Privacy Notice means our privacy notice as published on our website www.canaccordgenuity.com/wealth-management-uk/;

Retail investment product means any product falling within the definition of such products contained in the FCA Rules;

Schedule of charges means the relevant client schedule which sets out the Charges we will apply to your account(s) and transactions with us;

Securities includes stocks, shares, bonds, debentures, debenture stock, loan stock, certificates of deposit, instruments of indebtedness, fund interests, partnership interests, units in unit trusts, warrants, instruments representing securities or rights in securities, shares in an Open Ended Investment Company, other collective investment schemes (including unregulated collective investment schemes), non-mainstream pooled investments, retail investment products, transactions in foreign exchange and without limitation any other types of securities;

Services agreement(s) means any of the following agreements in place between you and us:

- Custody
- Discretionary Portfolio Management
- Advisory Portfolio Management
- Advisory Stockbroking
- Execution Only Stockbroking
- Individual Savings Account
- Junior Individual Savings Account.

Sub-custodian means a bank or financial institution providing custody services in respect of a particular market or jurisdiction, on behalf of another custodian;

Subscription day has the meaning given in clause 21.3.

2.2 References in the Terms to statutes and any other laws, rules or regulations shall be to such statutes, laws, rules or regulations as modified, amended, restated or replaced from time to time.

2.3 References to clauses are to the clauses of the Terms. Headings are included for convenience only and shall not affect the interpretation of the Terms.

2.4 Any reference in any documentation between you and us to an earlier version of these Terms shall, from the date of these Terms taking effect, be read as a reference to these Terms or the relevant or corresponding part thereof.

2.5 Capitalised terms defined above shall have the same meaning when used in any Service Agreement(s).

3. Cancellation rights

3.1 If you enter into the Client Agreement you may cancel within 14 days of your receipt of these Terms (the 'Cancellation Period') by serving notice on us before the expiry of the Cancellation Period by post to: Canaccord Genuity Wealth Limited, 41 Lothbury, London, EC2R 7AE.

3.2 Additional cancellation rights may apply to specific products or services delivered under certain conditions. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded. In general terms you will have a 30 day cancellation period for a pure protection policy and a 14 day cancellation period for a general insurance policy or regulated fund. We will inform you of your statutory right to cancel where applicable.

3.3 On receipt of your request to cancel your account we will return to you all stock and any monies received, less sums in respect of transactions already contracted, within 30 days of receipt of your request to cancel. If your stock has been transferred into CGWL's custody, the normal transfer out charges will apply. We will not refund any Adviser Charge which we have facilitated on your behalf and we will not facilitate any further Adviser Charges following your notice to cancel.

3.4 If you do not exercise the right to cancel as set out in this clause 3 within the Cancellation Period, the Client Agreement will remain in full force and effect until terminated in accordance with clause 45 of the Terms.

- 3.5 Cancellation of the Client Agreement will be without prejudice to the completion of transactions already initiated, which we will complete expeditiously.
- 3.6 Cancellation will not affect accrued rights, obligations, existing commitments or any contractual provision intended to survive termination of the Client Agreement and will be without penalty. You will pay our Charges pro rata to the date of cancellation and any additional expenses reasonably incurred by us in cancelling the Client Agreement and will bear any losses necessarily realised in settling or concluding outstanding obligations.

4. Language

This agreement is available in English only. All communications between you and us must be in English and we reserve the right not to act on any communication, information, instruction or any other matter that is not in English.

5. Your responsibilities

- 5.1 We will provide services to you on the basis of the information that you have given to us. You undertake to inform us promptly in writing of any material and relevant changes to your financial circumstances, investment objectives and attitude to risk, and of any change to the personal details about you that we hold that are necessary for the efficient and effective administration of your account, and in accordance with our obligation to maintain up to date information, in particular: (i) your name; (ii) permanent residential address; (iii) country of tax residency; (iv) nominated bank account details; and (v) telephone number. The obligation is on you to inform us of any changes to directors, trustees or authorised signatories (to the extent applicable).
- 5.2 You undertake, on the commencement of the Client Agreement and throughout its duration that:
- you have full power and capacity to enter into the Client Agreement and each transaction entered into pursuant to the Client Agreement and will perform your valid and legally binding obligations which are enforceable against you in accordance with the Terms except for the effect of laws relating to or affecting creditors' rights generally and applicable general equitable principles; and
 - you own any cash and other assets held with CGWL or to CGWL's order, free of any other interest such as a charge, lien, security or other encumbrance or restriction as to title

or transferability and will not create or permit the existence of any such interest except with CGWL's prior written consent or in its favour, or except as is imposed by operation of law or court of competent jurisdiction.

6. Best interests

All services and products provided or offered to you, and all actions taken by us on your behalf under the Terms of this Client Agreement will be undertaken in your best interests.

7. Best execution

- 7.1 We will deal on your behalf in accordance with our Order Execution Policy, a copy of which is attached. By signing this Agreement and you agree to our Order Execution Policy.
- 7.2 We may amend our Order Execution Policy from time to time by giving you not less than thirty days' written notice unless otherwise required in order to comply with any Applicable Law, rules or regulations.

8. Liabilities

Nothing in these Terms will exclude or limit any mandatory duty or liability of CGWL under Applicable Law.

9. Client categorisation

- 9.1 For the purposes of these Terms we will treat you as a 'retail client' as defined in the FCA Rules. For the purposes of non-investment insurance business we will treat you as a 'consumer' as defined in the FCA rules. Should you consider that you meet the definition of 'professional client' and wish to be treated as such, then you will need to apply to us in writing and subject to our being satisfied that you fall within the definition of professional client. We are not obliged to accept any such request, however where we do so, we will at our discretion request that you enter terms of business for a professional client and provide you with written notice of the protections lost.
- 9.2 Should you wish to be treated as an 'elective professional' client, we will assess your eligibility to do so on the basis of a written request from you.
- 9.3 This does not mean you are automatically eligible to bring a claim under investor compensations schemes or ombudsman services available in relevant jurisdictions.
- 9.4 If following such a request, you are categorised as professional (or elective professional) you must keep us informed of any change in your circumstances

which may affect your categorisation as a professional client.

10. Joint accounts

- 10.1 The holders of joint accounts will be treated as beneficial joint tenants unless all the account holders notify us in writing that they wish to hold the account as tenants in common and receive acknowledgement from us.
- 10.2 Your obligations and liabilities as set out in these Terms shall, in the case of two or more persons as client, be joint and several obligations of each person. Unless we receive written instructions specifically to the contrary we shall be entitled to act in accordance with the instructions of any one such person. We reserve the right to verify instructions with all joint account holders where we, in our absolute discretion, believe this action to be appropriate. We accept no responsibility for any delays which may occur as a result of taking such action.

11. Account opening, reactivation & termination

- 11.1 Prior to providing any services to you, including monies being received or deals being placed, We are required to obtain, verify and maintain sufficient information to satisfy ourselves as to the identity, nationality, residency and tax residency of all account applicants and, where applicable, authorised signatories and controlling persons, as well as the source of your wealth and the source of funds for investment. We require these formalities to be completed at account opening or on reactivation of an account which has been inactive for six months or more. In addition you will be contacted at regular intervals to ensure that our records are complete and up to date.
- 11.2 We reserve the right to refuse to open an account, to freeze or terminate any account:
- where we have been unable or prevented from completing the account opening or reactivation process within a period of four weeks;
 - which has remained inactive (no transactions have occurred or the only transactions have been corporate actions or receipt/ payment of income) for a period of 6 months;
 - in the unlikely event of a change in Applicable Law or our regulatory permissions which means that we are no longer permitted to offer the service(s) under this Agreement to you; or

(d) where you have failed to provide information and/or documentation which we are required to obtain from you in order to comply with our anti money laundering obligations whether initially or on an ongoing basis.

11.3 We reserve the right to levy additional Charges on a time spent basis if we are required to freeze and monitor an account in default of any of the above requirements.

12. Frozen accounts

12.1 Where your account has been frozen we will (to the extent not restricted by Applicable Law):

- (a) action instructions to sell stock but will keep the proceeds on deposit;
- (b) collect dividends and interest on your behalf and place the proceeds on deposit;
- (c) exercise any rights on your behalf where we have the authority to do so;
- (d) continue to provide investment management on a discretionary portfolio.

12.2 We will NOT:

- (a) action any instructions to purchase stock;
- (b) transfer any funds or assets out of the account to another account held by you or a third party;
- (c) accept any deposits of monies or assets from whatsoever source. Any such money or assets will be returned to the source.

13. Suitability & appropriateness

13.1 Prior to providing any advised or managed service or product to you, we are required to obtain and maintain detailed information about your financial circumstances, attitude to risk and ability to bear losses, investment objectives and knowledge and experience relevant to investing. It is your responsibility to inform us promptly of any changes in the above information. If you decline to provide this information to us, or to confirm its continued accuracy when requested, we may be unable to provide or continue to provide advised or managed services to you. Subject to clause 13.2 below, we may be able to act for you on an execution-only basis.

13.2 Prior to providing any non- advised or non-managed services or products to you, we may be required to assess

your knowledge and experience in the investment field relevant to the type of service or product to be provided. If you decline to provide this information to us, or to confirm its continued accuracy when requested, we may be unable to provide or continue to provide services to you.

13.3 Suitability is assessed to enable us to act in your best interests.

13.4 Where advice is given using means of distance communication (i.e. telephone/ email), you consent to receiving the suitability report after the relevant transaction has concluded.

14. Delegation & use of agents

14.1 We may, at any time, delegate all or any of our functions under this Agreement to an Associate or another third party, by way of sub-delegation.

14.2 We will act in good faith and with reasonable skill and care in our choice and use of any delegate or third party service provider.

14.3 Where we delegate any of our functions to an Associate we shall be liable for the acts of that Associate as if they were our own in accordance with these Terms.

15. Instructions

15.1 You may give us instructions in writing or verbally (including by telephone). For your own protection, we do not accept the following means of communication for dealing and payment instructions: (i) email; or (ii) fax.

15.2 If instructions are received by us by telephone or in writing, we may ask you to confirm such instructions. We may (but shall not be obliged to) perform additional verification checks, including calling you on a Nominated Telephone Number to confirm the instruction regardless of the medium in which it was received. You may be asked to provide the answers to security questions related to your account in order to verify your identity. We will not be liable for any loss caused by a delay in acting on your instructions while we undertake appropriate verification measures.

15.3 If we need clarification in relation to your instructions, or if we do not receive the instructions during normal business hours or in reasonably sufficient time for us to act on them, you agree that there may be a reasonable delay in us acting on your instructions.

15.4 Notwithstanding the above and in the absence of any other written agreement between you and us, we shall be entitled to act on any instruction which we

reasonably believe to have been given, or purporting to have been given by you or any person authorised on your behalf, without enquiring as to the genuineness, authority or identity of the person giving or purporting to give such instructions.

15.5 Where you have provided us with a list of authorised signatories, we shall be entitled to assume that all signatories are properly authorised by you and that their authority shall remain in full force and effect until we are informed in writing by you to the contrary. Where we have acted on the instructions of a person whom we reasonably believe to have been authorised by you, you agree to be bound by our actions. Where you do not provide us with an authorised signatory list or other instructions as to authority over your account(s) we will assume that the signatories to the form which was signed to open the account are authorised to provide instructions on a sole basis. Unless we receive written instructions specifically to the contrary we shall be entitled to act in accordance with the instructions of any one such person.

15.6 You must ensure that any instructions given to us are clear and intelligible. If you do not provide such instructions promptly, clearly and in an intelligible form, we may, at our reasonable discretion, take such steps at your cost as We consider reasonably necessary or desirable for your protection.

15.7 We shall be entitled to refuse to accept instructions unless we are required to do so by any Applicable Law. In particular, we may refuse to act on any instruction where we reasonably believe that:

- (a) to do so might breach Applicable Law or any of our other legal duties; or
- (b) to do so would damage our reputation; or
- (c) you may be unable to settle any relevant transaction by the settlement time; or
- (d) the instruction is unclear, incomplete or not given by you or on your behalf; or
- (e) We consider that you do not meet or have not provided sufficient evidence or confirmation that you meet the eligibility criteria for investing in the security, whether arising from restrictions imposed by Applicable Law, product providers or for any other reason.

15.8 If We decline to accept instructions or to enter into a proposed transaction, we shall not be obliged to give a reason. Where not restricted by Applicable Law

or other duty applicable to us we shall take reasonable steps to promptly notify you if we are unable to act on the instruction for any reason (but failure to notify you will not affect our liability to you).

15.9 Once we have received your instructions to buy or sell securities, you will not have the right to cancel those instructions after the deal has been placed with the market or already executed.

15.10 Where securities or investments held by you are the subject of a corporate event such as a take-over offer, rights issue, capital re-organisation or any similar event or benefit, you will provide us with clear and specific instructions in respect of the corporate event and we shall not be liable in any way for the outcome of any situation where you have failed to give clear and specific instructions in good time or where you have failed to provide funds, documents and any other thing required by us in the carrying out of such instructions.

16. Payments

16.1 Unless otherwise agreed, payments to you will be made electronically to your Nominated Bank Account. You should keep us informed at all times of the details of a Nominated Bank Account.

16.2 Where you require payment to a Non-Nominated Bank Account, we may levy an additional charge for this payment, and you may be required to provide additional information so that we may comply with our legal and regulatory obligations. We reserve the right in our absolute discretion to refuse to make such payments and we accept no responsibility or liability for any delay in effecting or refusing such payments.

17. Dealing

17.1 CGWL will execute trades as your agent. When effecting transactions for you, CGWL will seek to achieve the best possible result for you in accordance with:

- (a) the applicable requirements of the FCA Rules;
- (b) its Order Execution Policy as updated from time to time and a copy of which is attached to this Agreement and is available at www.canaccordgenuity.com/uk; and
- (c) its reasonable, specific instructions from you on how a transaction for you should be carried out.

17.2 Subject to paragraph 17.1 you agree that whenever you place an order with us, CGWL shall be entitled at their absolute discretion and without

reference to you, to select the venue for executing your order. In order to give effect to your dealing instructions, CGWL may instruct a broker selected by them in their discretion. CGWL undertakes to use reasonable care and skill in the appointment and supervision of any other broker and to make available to you and take such action on your behalf as you may reasonably request in relation to any rights CGWL have against such broker.

17.3 Where you do not hold cash in your account at the time of placing an order, CGWL reserves the right to execute the trade with extended settlement which may result in you receiving a price which may be worse than that available for standard settlement. Trades with extended settlement will be executed to achieve the best available result for you on those terms.

17.4 CGWL shall be entitled to carry out all transactions in accordance with the rules and practices applicable to transactions. CGWL will be entitled to take or not take any reasonable action they consider fit in order to ensure compliance with the same and all such actions so taken will be binding upon you.

17.5 CGWL does not accept 'good till cancelled orders'. If a limit order placed by you is not complete by the end of the day we will cancel this order unless specifically instructed to keep it open. The maximum period for which we will keep an order open is 4 Business Days after the end of the day on which the order was placed with us; after which we will cancel the order without further reference to you.

17.6 Where you wish to sell securities held by you in certificated form, CGWL must receive the certificates along with the duly completed stock transfer form before they will place the trade. By prior agreement only, and at their absolute discretion, CGWL may accept a sale instruction without the certificate and duly completed stock transfer form however you will be liable for any costs arising from a delay in CGWL's receipt of such documents or any deficiency in the documents identified after receipt.

17.7 For clients which are not individuals (including companies, trusts and charities), you must obtain and maintain an LEI and provide your LEI to us, or authorise us to obtain an LEI on your behalf. If we do not have an LEI for you, then we may cease to undertake investment transactions on your account(s).

17.8 Aggregation: CGWL may at their discretion and subject to the FCA

Rules aggregate your orders with those of other clients of theirs. CGWL will allocate the proceeds of such orders (including partially-filled orders) among the participating clients in a manner which they believe to be fair and equitable and in accordance with their order allocation policy and the FCA Rules. If the combined order is not executed at the same price CGWL may average the prices and give you the average price. This will be the price shown on any contract note. Aggregation of orders in this way may, on some occasions, operate to your advantage, but may on other occasions operate to your disadvantage.

17.9 Where CGWL is unable or considers it not in your best interests to execute your order at once or in a single transaction, they may execute it over such period as they deem appropriate in accordance with our Order Execution Policy and they may report to you an average price for a series of transactions so executed instead of the actual price of each transaction.

17.10 CGWL shall take reasonable steps to promptly notify you if they accept a dealing instruction and there is any material difficulty in executing that instruction.

17.11 Selling securities that you do not own (short selling) can be illegal and we do not accept instructions to short sell. We may close short positions arising from undeclared short sales and you will be liable for any losses or costs incurred as a result of us closing a short position including any costs incurred where a buy-in has occurred. For the avoidance of doubt we do not lend stock.

17.12 Certain securities have eligibility requirements which mean that they are not available to all our clients. We will take steps to assess your eligibility and in certain cases may be unable to accept orders in such securities.

17.13 Where you ask us to participate in an offer of new securities on your behalf, we shall do so on a best endeavours basis. In certain circumstances we may be unable to apply for securities on your behalf.

18. Transactions in grey markets

18.1 We may, on your express instructions, deal for you in:

- (a) investments for which application has been made for listing on a Stock Exchange or for admission to dealing on an Investment Exchange, where the investment's listing or admission has not yet taken place; and/or

(b) investments whose listing on a Stock Exchange are suspended or whose listing has been discontinued within the previous six months, or which are subject to an announcement of an Investment Exchange recognised by the United Kingdom, suspending or prohibiting investments.

18.2 You should note that there may not be sufficient published information concerning such investments on which to base a decision about purchasing or selling them.

19. Restrictions on promotion

- 19.1 Securities classified as Non Mainstream Pooled Investments (NMPIs) or as Unregulated Collective Investment Schemes are subject to restrictions on their promotion to Retail Clients. In accordance with Applicable Law we may require additional information and declarations from you prior to providing you with any information or promotion in respect of such products and in some cases may not be permitted to provide this to you by the Applicable Law.
- 19.2 Where our regulatory bodies place restrictions on the promotion or other activities in relation to specific investments or types of investment, and particular types of client, we may not be able to offer you services in respect of the those investments.
- 19.3 We reserve the right to obtain additional information from you in order to assess the suitability or appropriateness of any product or service you have requested or which we might promote to you.

20. Foreign exchange (FX) transactions and currency forwards

- 20.1 If you deal in investments priced in foreign currencies, and you require an FX transaction in connection with the purchase or sale of the investments concerned, CGWL can execute the FX transaction on your behalf with our Associate, CGWIL at CGWIL's prevailing exchange rate and CGWL will charge you for this service. Foreign exchange rates and charges are available on request. At our absolute discretion, we may accept any reasonable request to execute an FX transaction through an alternative provider specified by you.
- 20.2 Dealing in foreign currencies can be volatile and it is our policy not to permit currency forward transactions on a speculative basis. Currency forward transactions may be carried out as part of the management of a portfolio subject

to entering into a separate Derivatives Dealing Agreement.

20.3 We will enter into FX and Forward FX transactions on your behalf as agent.

21. Collective investment schemes (Funds)

- 21.1 For all services except Discretionary Management, you are responsible for understanding the key information about any Fund you intend to purchase whether or not such purchase is advised by us and, where required by Applicable Law, we will make such information available to you in the prescribed form.
- 21.2 Where you undertake a transaction in a Fund covered by the 'PRIIPS' regulations we will provide the key information by means of the manufacturers (or their delegates) website. In such circumstances you agree that we will notify you of the relevant website address.
- 21.3 When dealing in Funds on your behalf, fund administrators may require detailed due diligence procedures to be completed prior to permitting subscription or redemption. We shall endeavour to complete such procedures without recourse to you but on occasion, we may have to request additional information from you in order to effect your subscription or redemption instructions. We accept no liability for delays in subscribing to or redeeming monies from Funds where such delays are caused by the practices of fund administrators.
- 21.4 In order to invest in Funds, and certain other products, e.g. VCTs, payment may be required in advance of the day on which shares/units are issued ('the Subscription Day'). Some Funds e.g. hedge funds may be unable to provide a final price and number of shares/units until a number of weeks after the Subscription Day. We will endeavour to provide full contract details as soon as the information is available.
- 21.5 As a result of our good relationship with a number of fund managers, we are able to make certain Funds available to our clients which are normally closed to the public. In instances where you have terminated your relationship with us and wish to transfer your portfolio to another manager, where the terms that we have agreed with the fund manager require us to do so, we may require you to sell, or we may sell on your behalf, at the latest available market price, any holdings in Funds which have been made available to you as a client of CGWL and which otherwise would not have been

available to you and you agree to do so promptly on our request if your consent is required.

22. Settlement & margin

- 22.1 You are obliged to make available cleared funds to settle purchases on or before the settlement date. If you are selling investments, and subject to clause 17.6, you are required to deliver to CGWL the investments being sold at least on the Business Day prior to the settlement date.
- 22.2 You shall also pay and/or deliver any cash or other assets on or before the due date as required: (i) to maintain or supplement any deposit or margin required by any exchange, clearing house or broker or agreed between you and us in respect of any transaction entered into between you and us or by us for you under these Terms; and (ii) to meet any other call for funds made under the terms of any investment made for you or agreed between you and us against foreign exchange fluctuations.
- 22.3 All transactions are undertaken with the object of actual settlement. CGWL reserve the right not to settle transactions or accounts unless and until they have received all necessary documents or money.
- 22.4 Proceeds from sales of collective investment schemes will be provided to you by the close of business on the day following receipt of settlement proceeds by CGWL from the relevant fund manager.
- 22.5 You will be liable for any costs incurred by us, howsoever arising, as a result of any failure by you to observe your settlement obligations.
- 22.6 Please note that should you fail to comply with your settlement obligations we may exercise all or any of the rights we reserve in the Events of Default section (clause 43).
- 22.7 In certain markets including the U.K., the standard settlement period is such that you may not receive any contract note sent to you by post prior to the date on which your obligations fall due.
- 22.8 If you receive a dividend in respect of stock that you have sold the dividend will be claimed from you to be passed to the purchaser, and such claims must be settled in cash. If you have elected to receive scrip dividends and subsequently receive a scrip dividend to which you are not entitled, you will be responsible for making good any shortfall in cash arising from selling the scrip to settle the market claim in cash.

23. Non-standard settlement

23.1 It is our general policy not to accept trades with non-standard settlement and we will be under no obligation to agree to deal for you at a non-standard settlement. However, where we agree to do so, our execution price may not match the price you would receive had we dealt for you with a standard settlement date. However, we will deal in accordance with our Order Execution Policy at the best price available for the agreed non-standard settlement date.

24. Custody

- 24.1 Unless you instruct us otherwise, custody services will be provided by CGWL in accordance with the terms of the Custody Agreement.
- 24.2 To the extent that you do not use CGWL's custody services, you agree that you will ensure that any third party custodian is obliged to comply with any instructions given by us in carrying out our obligations under any agreement in place between you and us. In order to ensure the effective provision of our services under these Terms, you shall ensure that any third party providing settlement and safe custody services shall:
- (a) accept and act in accordance with all instructions received from us;
 - (b) provide us with:
 - (iii) copies of all information which the third party provides to you at the same time as they provide that information to you; and
 - (iv) such other information as we may reasonably require from time to time;
 - (e) collect and remit our Charges to us in accordance with clause 33 (including having an agreement with us to provide for the collection and remittance of our Charges); and comply with such other requirements as we may reasonably require and notify to you and them.

25. Client money

25.1 Any money CGWL receives from you will be pooled in accordance with the FCA Client Asset Sourcebook (CASS) which among other things, requires CGWL to hold your money in a client money bank account established with a statutory acknowledgement letter in place. Your funds will therefore be segregated from CGWL's own funds at a UK bank that satisfies the criteria set out in the FCA

Rules. The bank may hold such money with other clients' money in a pooled client money bank account in the name of CGWL. In the event that one of the banks with which CGWL places client money fails, you may be entitled to seek compensation from the UK Financial Services Compensation Scheme (FSCS). Please see clause 51 (Compensation Scheme) for further details. Any losses will be borne by all clients in proportion to their entitlement in accordance with FCA Rules.

- 25.2 As allowed under the Rules, your client money may be held in client money bank accounts with notice periods or deposit terms of up to 95 days, provided that we comply with certain conditions under the Rules. We are obliged to maintain policies documenting the maximum quantum of client money to be held in such deposits and the rationale for their use, and to perform thorough periodic reviews of client money cash flows and liquidity to ensure we maintain adequate client money on call to meet your immediate requirements. This means that in the highly unlikely event of an unprecedented and extreme stress on client funds there is a minimal risk that your money may not be immediately available for withdrawal on demand. In addition, in the event of a default of a bank at which client money is held, the process of returning a proportion of your client money may be delayed whilst these deposits mature. We are obliged to monitor such risks and update our policies and limits accordingly.
- 25.3 Interest may be paid or charged on money held on deposit for you. The amount of Interest paid/charged to you will vary depending on the rates CGWL are able to obtain, and the currency; the amount payable may be nil. Interest rates will also vary depending on the amount you have on deposit. The interest rates payable at any one time can be found on our website www.canaccord.com/uk and will be credited on a calendar quarterly basis. Where interest rates on a currency are negative we reserve the right to pass on these additional interest charges to you.
- 25.4 Interest is not payable to you on money held on your behalf in respect of settlement of transactions or margin. Interest will be paid on dividends once the dividend has been allocated to your account.
- 25.5 CGWL may retain all or part of any interest earned on the total amount of client money on deposit. The amount retained will vary and depends on the

average rate obtained overall for the total funds on deposit rather than on your individual deposit. Further details are available on request, and set out in the interest information on our website.

26. Conflicts of interest

- 26.1 We maintain a summary conflicts of interest policy which is available on our website at www.canaccordgenuity.com/uk.
- 26.2 Your attention is drawn to the fact that when we effect a transaction for you, we, an Associate, or some other person connected with us, may have an interest, relationship or arrangement that is material in relation to the transaction or investment concerned.
- 26.3 The following are some examples of the type of interest, relationship or arrangement that could be involved:
- (a) an Associate being the financial adviser or broker to the company whose securities you are buying or selling, or acting for that company in any take-over bid by or for it;
 - (b) an Associate sponsoring or underwriting a new issue or a rights issue or similar transaction involving the investment (or a related investment) that you are buying or selling;
 - (c) an Associate having a holding or a dealing position in the investment concerned;
 - (d) acting as the manager; and
 - (e) investment adviser or custodian of a collective investment scheme in whose units you are dealing or advised to deal.
- 26.4 Your attention is also drawn to the fact that when we recommend a transaction to you, we and/or an Associate could:
- (a) be dealing as principal (on a risk or riskless principal basis) for our own account by selling the investment concerned to you or buying it from you;
 - (b) be matching your transaction with that of another client by acting on his behalf as well as yours;
 - (c) have a corporate role or be undertaking to place securities in relation to a transaction or investment undertaken by an individual client or range of clients;
 - (d) be acting as a market maker in the investments which are the subject of a transaction;

(e) this (and any profit or loss whilst undertaking this role) may or may not be shown to you on the relevant contract note or advice, and may not be disclosed to you at the time of the recommendation.

26.5 Our brokers and investment managers may on occasion provide you with advice or offer you opinions which conflict with the institutional research published by other parts of the Canaccord Group.

27. Disclosure of beneficial ownership details

27.1 We may be requested to divulge to a company, company registrar or secretary or duly appointed representative or any competent authority the name and address of the beneficial owner of an investment held by CGWL as custodian (or by CGWL's nominees or Sub-Custodians or by their nominees).

27.2 We will not disclose this information, if we have reason to believe the request is spurious. Our policy is not to disclose such information until such time as a written or recorded telephone authority to do so has been received from the beneficial owner. If such information is not provided in compliance with such a request, a company may impose certain restrictions including the withholding of dividends or other rights or otherwise disenfranchising the shareholder.

27.3 Notwithstanding our stated policy above we shall be entitled to disclose your information without liability to the extent required to comply with the Applicable Law pursuant to which such a request is made.

28. Disclosure of material interests

Except for assets held under a discretionary portfolio management mandate and then only to the extent it is relevant to such assets, it is your responsibility under the Disclosure and Transparency Rules to disclose holdings of 3% of the issued share capital (and each 1% thereafter) in a UK publicly listed company ('plc') to the company in whose shares you have the holding.

In addition if you effect a transaction in a security of a company subject to the Takeover Panel rules it is your responsibility to disclose transactions where your holding is above 1% of the issued share capital. Should the Takeover Panel query a transaction involving your account with us directly, we will disclose the applicable details and will arrange for any official announcements to be made. Please note that similar requirements exist under the laws of other countries and you will be required to comply with the disclosure requirements of the relevant country.

29. Telephone calls and electronic communication recordings

We will record telephone conversations and other forms of electronic communications for a period of 5 years from date of creation. Such recordings shall be our property and will be accepted by you as evidence of your orders, instructions or any other conversations which is relevant to those orders or instructions, or the ongoing provision of our services.

We may use recordings and / or transcripts thereof for any purpose which we deem desirable, to the extent permitted by Applicable Law.

You may request copies of these records; although we reserve the right to charge you for such access.

We will record telephone conversations, without the use of any warning, in order to assist with our monitoring and compliance procedures, and to avoid misunderstandings. Such records shall be our property and will be accepted by you as evidence of your orders, instructions or any other conversation which is relevant to those orders or instructions, or the ongoing provision of Our services. We may use recordings and/or transcripts thereof for any purpose which we deem desirable, to the extent permitted by Applicable.

30. European Union Savings Directive (EUSD)

Under the EUSD, CGWL is required to report to HMRC information relating to individuals resident in an EU Member State who receive savings income in the form of interest payments, unless such residents have a valid exemption. This disclosure is a legal requirement and will happen automatically without further notification to you. If you have any detailed questions, we strongly recommend that you discuss the structure of your portfolio with your personal tax adviser. If you have a valid exemption, CGWL reserves the right to seek additional supporting documentation regarding your status.

31. US withholding tax regulations, QI & Foreign Account Tax Compliance Act (FATCA)

31.1 CGWL has entered into an agreement with the Internal Revenue Service 'IRS' in the US to become a Qualified Intermediary (QI). All account holders with US investments or who are deemed to be US account holders are obliged to complete US tax forms and/or supply other US tax reporting information. The US tax forms will be supplied at either the opening of the account or on the subsequent purchase of a US investment.

31.2 A replacement US tax form is required every three years and will be supplied to you by CGWL. Failure to complete and return the tax form may result in the account being frozen and failure to supply information will result in tax being deducted at a higher rate. In such circumstances where you are in persistent default of the requirements, and having been given reasonable opportunity to comply with them, CGWL, at their absolute discretion, reserve the right to sell any securities and to account to you for the net proceeds (which will be subject to the deduction of withholding taxes and on which they may levy their standard charge) or certificate the same wherever possible. This action will be taken in good faith for the purposes of not prejudicing our clients as a whole and of complying with CGWL's obligations to the IRS. We accept no liability for any loss resulting from the sale or certifications of any securities in such circumstances.

31.3 CGWL is registered under FATCA as a Participating Foreign Financial Institution. This means that we are required to obtain information regarding the tax residency of all entities and individuals associated with an account opened with us and may be required to report your account and/or transaction details to HMRC in accordance with the applicable rules.

32. US & Canadian residents

32.1 For regulatory reasons, we are unable to open accounts for persons who are resident in the United States or Canada.

32.2 If your account falls into any of these categories at any point during our relationship, you are obliged to inform us of this fact. We may refer you to our parent company, Canaccord Genuity Group Inc. through another group company who may be able to provide a service for you. We may give you notice that your account will be closed and you agree to provide promptly instructions for the sale or transfer of any assets held by CGWL on your behalf. Having been given reasonable opportunity to sell or transfer any assets held by CGWL and after making reasonable efforts to notify you of our intention to do so, CGWL, at their discretion reserve the right to sell any securities and to account to you for the net proceeds (which may be subject to the deduction of withholding taxes and on which they may charge their standard commission) or certificate the same wherever possible. This action will be taken in good faith in order to comply with regulations imposed on us. We accept no liability for any loss resulting from any sale or certification of any securities in such circumstances.

33. South African residents

- 33.1 For regulatory reasons we are unable to operate accounts for South African residents, except on an execution only or a wholly discretionary basis.
- 33.2 If you become a South African resident at any point during our relationship (and we are providing services to you other than on an execution only or wholly discretionary basis) you are obliged to inform us of this fact and we will give you notice that your account will be closed unless you wish to move to wholly discretionary service.
- 33.3 You agree to provide promptly instructions for the sale or transfer of any assets held by CGWL on your behalf. Having been given reasonable opportunity to sell or transfer any assets held by CGWL and after making reasonable efforts to notify you of our intention to do so, we, at our discretion reserve the right to sell any securities and to account to you for the net proceeds (which may be subject to the deduction of taxes and on which we may charge our standard commission) or certificate the same wherever possible. This action will be taken in good faith in order to comply with regulations imposed on us. We accept no liability for any loss resulting from any sale or certification of any securities in such circumstances.

34. Fees, commissions, charges & taxes

- 34.1 The amounts due to us from you for the provision of services by CGWL will be calculated in accordance with the Schedule of Charges for the relevant Service(s) or as otherwise disclosed to you in writing.
- 34.2 We will give you at least 28 days notice in writing of any changes to the fees levied by CGWL.
- 34.3 Where we charge you on a time/cost basis, you may request, prior to any work being carried out by us, an estimate of how much in total you might be charged. You may also issue instructions that a given amount should not be exceeded without first consulting with you. More than one type of fee may be payable for each recommendation.
- 34.4 Where you agree or request that we undertake work where our fee is levied on your purchase of the product that we advise or recommend, and then decide not to proceed with our recommendations, we reserve the right to invoice you for the time spent working for you.

- 34.5 In addition to the amounts due to us for the provision of our services, you will be responsible for payment of:
- (a) any stamp and other duties, taxes of whatsoever nature, impositions and fiscal charges (in each case wherever in the world imposed), brokerage clearing and settlement fees, transfer fees, registration fees and all other liabilities, charges, costs and expenses payable or incurred by us on your behalf; and
 - (b) any applicable value added tax or similar charge.
- 34.6 We may from time to time invest on your behalf in inhouse products that carry a separate charge. If and when doing so we will invest in the lowest fee class available and either reduce the management fee charged on your assets to account for the separate inhouse product charge or waive the inhouse product charge.
- 34.7 Unless otherwise agreed, management fees will be charged on a quarterly basis in arrears and, account fees will be charged on an annual basis in arrears. Transactional commissions and charges will be levied at the time of the transaction.
- 34.8 We are required to comply with the FCA rules on inducements. In summary, this means that we cannot accept or retain any fees, commissions, monetary or non-monetary benefits paid or provided by a third party in relation to our service to you. We are similarly not allowed to pay or provide any inducement to any third party in relation to the provision of services to you. We can only accept, retain, pay or provide such inducements if they meet certain conditions. The inducement must not impair our duty to act fairly, honestly and professionally in accordance with the best interests of our clients and it must enhance the quality of the relevant service to you. We must also make disclosures to you about relevant inducements before we provide the relevant service to you. We will keep you informed about inducements we have received on the basis required by FCA rules.
- 34.9 If we are providing advice or portfolio management services to you, we are only permitted to accept or provide minor monetary or non-monetary benefits, if these enhance the service in the way noted by the FCA and are of scale and nature that they could not affect our duty to act in your best interests, provided that we also make the required disclosures. We are not permitted to receive or retain other benefits. We will transfer such fees, commissions or monetary benefits.

- 34.10 Minor non-monetary benefits include:
- (a) Information or documentation relating to a financial instrument or service that is generic in nature or personalised to reflect the individual circumstances of the client.
 - (b) Written material from a third party that is commissioned and paid for a buy a corporate issuer or potential issuer to promote a new issuance by the issuer or where the third-party firm is contractually engaged and paid by the issuer to produce such material on an ongoing basis, provided that the relationship is clearly disclosed in the material and that the material is made available at the same time to any firms wishing to receive it, or to the general public.
 - (c) Participation in conferences, seminars and other training events on the benefits and features of a specific financial instrument or an investment service.
 - (d) Hospitality of a reasonable de minimis value, including food and drink during a business meeting or a conference, seminar or other training event.
 - (e) Research material meeting certain considerations specified by the FCA rules.

35. Commissions

- 35.1 Where permitted under Applicable Law we may on occasions share our fees and commissions with our agents, Associates or an intermediary, introducer or agent for a third party. Details of any of our fees and commissions shared will be disclosed separately to you in advance.
- 35.2 Where permitted by Applicable Law, we may receive fees and commissions from others for investments acquired from or through them in respect of services provided by us to you. Before entering into any new such arrangement we shall disclose this to you and take the necessary steps to ensure that there is no added layer of costs or disadvantage to you.
- 35.3 Where CGWL act as a distributor in a primary offering, and where permitted by Applicable Law, we may receive commissions from the issuer in respect of the distribution by us in the relevant security.

36. Advisor charges

- 36.1 Where instructed by you, and in accordance with Applicable Law, we will facilitate the payment of any Advisor Charge. If you change advisor or

otherwise wish to cancel this payment, please provide us with 30 days' notice in writing.

- 36.2 CGWL's fees, where permitted under Applicable Law and where (if required) you have given express instructions to facilitate such payment, can be deducted from any funds held by you at CGWL.

37. Payments & interest

- 37.1 All payments due to us by you must be made in full in immediately available funds to the account we specify without any withholding or deduction.
- 37.2 Our fees, where permitted under Applicable Law and where (if required) you have given express instructions to facilitate such payment, can be deducted from your investment funds.
- 37.3 If you do not have sufficient funds in one currency but you have funds available in another currency, we reserve the right to use the other currency to clear any shortfall, using the prevailing exchange rate offered by our Associate, CGWL.
- 37.4 In any case of monies becoming due to you, howsoever arising, we, whilst acting as agent for you shall not be liable to account to you for those monies in advance of their receipt or as otherwise agreed. The balance of your account with CGWL will only reflect cleared funds.
- 37.5 If you wish to set up a direct debit mandate for the payment of Charges or for settlement please complete the relevant forms which are available on request.

38. Dormant accounts

- 38.1 Unclaimed money: In accordance with the Applicable Law, you consent to us releasing the balance of any unclaimed client money which we hold on your behalf from our client money bank account and paying the balance to a registered charity of our choice, in which case we will no longer treat it as client money, where:
- (a) we have been unable to trace you, after taking reasonable steps to contact you as required by the FCA CASS Rules, where we will attempt to contact you at your last known address and will give you at least 28 days from the date of our notification to you of our intention to cease to treat the balance as client money to make a claim; and
- (b) where the balance on the account is £25 or more and there has been no movement on your balance for at least 6 years (except for our periodic charges or debit or credit interest).

- 38.2 Where we do this, however, we agree to make good any valid claim made by you or on your behalf against any balances we treat in this way where you have provided evidence to support your claim.

- 38.3 Where the balance is under £25 and we have taken the steps required by the FCA CASS Rules to contact you, we may stop treating the balance as client money and donate it to a registered charity of our choice but we will not make good any claim by you against the balance.

- 38.4 Unclaimed assets: If we have received no instructions in respect of your Assets which we hold in safe custody for a period of at least 12 years (notwithstanding any receipts of dividends or similar items), and we have been unable to contact you having taken reasonable steps in accordance with the FCA CASS Rules to trace you and return such Assets, (which will include us attempting to contact you at your last known address and giving you at least 28 days from the date of our notification to you of our intention to cease to treat the balance as custody Assets to make a claim) we may decide to: (i) liquidate any such Assets at market value and pay away the proceeds; or (ii) pay away any such Assets, in either case to a registered charity of our choice.

- 38.5 Where we do this, however, we will unconditionally agree to pay you a sum equal to the value of the relevant custody Assets at the time they were liquidated or paid away in the event you seek to claim the custody Assets where you have provided evidence to support your claim.

39. Deceased accounts

- 39.1 If we receive notice of your death we will continue to rely on these Terms, however, access to the account will be frozen until such time as a grant of probate (or equivalent) has been received.
- 39.2 Notice of death will be accepted if received in any form that we consider valid in our absolute discretion. Where we have reasonable grounds to believe that you have died, it may be necessary to disclose information about your account prior to receipt of formal notice of death and we will have no liability to you or your estate in such circumstances.
- 39.3 Your obligations under these Terms or any agreement, arrangement or understanding between us will not be terminated by your death and such obligations shall be binding on your executors, successors and assigns.

- 39.4 This clause 39 will not apply if your account is held jointly with a surviving account holder as beneficial joint tenants.

- 39.5 Where your account is held jointly with a surviving account holder (as tenants in common) this clause will apply to your proportion of the account. The portion attributable to the surviving account holder will be transferred to a new account in their own name.

- 39.6 Where a third party has authority over the account, we will cease to act on this authority when we have been notified of your death.

40. Power of attorney

Where you appoint or have appointed a power of attorney or authorised another party to exercise authority over your account, we are entitled to rely on instructions and information given by the attorney or authorised person as if they were given by you.

41. Agent as principal

- 41.1 Where you are an agent or otherwise acting on behalf of or for the benefit of any other person (the 'Principal') then, even if you disclose that fact and/or identify that person to us, we will (save to the extent provided in this clause below) treat you alone as our client for all purposes relating to these Terms, and (subject to Applicable Law) we shall not owe any contractual, regulatory or other obligations to the Principal.
- 41.2 You, as agent for your Principal and on your own behalf, retain full responsibility for making all investment decisions with respect to any principal.
- 41.3 You agree and warrant that if you are party to a transaction entered into and executed pursuant to these Terms as agent for, or on behalf of, a Principal, then:
- (a) in doing so, you are expressly authorised by, or otherwise acting within the scope of the authority you have received from your Principal;
- (b) your Principal is duly organised and validly existing under the laws of its jurisdiction of incorporation or organisation;
- (c) your Principal has full power, authority and legal capacity to perform all obligations contemplated by these Terms;
- (d) when performing the transactions and activities contemplated by these Terms, you will procure that your Principal complies with all Applicable Law;

(e) any information which you provide or have provided to us in respect of your or your Principal's financial position, attitude to risk, knowledge and experience of investing, domicile or any other information required by us in accordance with Applicable Law or necessary for the proper performance of our obligations, is accurate and not misleading in any material respect. We are entitled to rely on such information provided by you in the discharge of our obligations relating to suitability and appropriateness;

(f) you will procure the performance by your Principal of all obligations and liabilities arising under or by virtue of the Terms or any transaction or other investment business carried out hereunder; and

(g) you are now and will be at all material times in the future in compliance with applicable laws, rules and regulations concerning the detection of financial crime, prevention of terrorism and anti-money laundering.

41.4 You agree, as agent for each Principal and on your own behalf, to notify us immediately if any two or more Principal accounts relate to the same Principal. We shall, subject to these Terms, administer Principal accounts which we reasonably believe relate to two different Principals separately.

41.5 We shall in respect of each Principal be entitled to set off any amount at any time owing from the relevant Principle account on any account referable to that Principal against any amount owing by us to that Principal or standing to the credit of the relevant Principal on any account which is referable to that Principal and any security, guarantee or indemnity given to us by or in respect of the relevant Principal for any purpose shall extend to any amount owing from that Principal after the exercise of such right.

41.6 Where we exercise any right of set-off, security or lien against a Principal of yours, we will only do so in respect of liabilities due to us by that Principal. We will not use the assets of your Principal in any way whatsoever to meet the liabilities due to us from a different Principal of yours.

41.7 Where you are acting as trustee of a trust, the value of any claims made against you as principal under these Terms shall be limited to the value of the net assets of the trust at the time of making the claim.

41.8 If any Principal of yours commits an event of default under clause 43, you agree to:

(a) promptly disclose the address and identity of such Principal; and

(b) take all reasonable steps to assist us in rectifying such failure including instituting legal proceedings against any Principal.

42. Liability

42.1 We shall not be liable for any loss, liability or cost suffered or incurred by you, howsoever caused in providing our services except to the extent that the loss, liability or cost is caused by our own breach of contract, negligence, wilful default or fraud. In such cases, our liability shall be limited to the replacement of securities or monies (including interest) lost or foregone as a direct result of our action or failure to act.

42.2 Without limiting 42.1 above:

(a) in accordance with Applicable Law neither you, us nor any third party who acts on our behalf in providing a service to you (whether or not an Associate) nor our or any Associate's directors, officers, employees, agents or representatives shall be liable to you for any loss of business, profits, goodwill or data or any other indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us as a result of a breach of the obligations under this Agreement (howsoever caused, whether by negligence or otherwise);

(b) to the fullest extent permitted by Applicable Law, we shall not be liable for any loss, liability or cost which you may suffer or incur directly or indirectly as a result of the fraud, negligence, insolvency or default or any act or omission of any party (including, without limitation, any broker, bank, agent, custodian, investment exchange, depository or clearing house) which we have taken reasonable care in appointing and which may act on our behalf or on our instructions (or fail to do so) in connection with the provision of our services to you under these Terms.

43. Events of default

An event of default occurs if:

- (a) you fail to make any payment due to us or to deliver any securities due to us (or agents used by us) or to perform any other obligation owed to us;
- (b) you fail to comply with any Applicable Law;
- (c) you become unable to pay your debts as they fall due or become insolvent or

bankrupt or become the subject of any insolvency, bankruptcy or administration proceedings (under any Applicable Law);

(d) a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator or similar official is appointed in respect of you or any of your property (under any Applicable Law); or

(e) you commit a material breach of these Terms or any Service Agreement(s), and we shall be entitled, without prior notice to you, to take either or both of the following actions:

(i) terminate our agreement with immediate effect and treat any or all outstanding transactions between you and us or our Associates as having been cancelled or terminated; and

(ii) notwithstanding our rights under clause 44 close out, replace or reverse any transaction, enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our or our Associates' loss or liability under or in respect of any contracts, positions or commitments.

44. Remedies

44.1 Without prejudice to, and in addition to, any other rights or remedies we may have, whether under these Terms or any other agreement in place between you and us, or otherwise where permitted to do so in accordance with Applicable Law:

(a) we shall have the right at any time to set-off any funds due to you in or towards satisfaction of any liabilities owed by you to us, whether absolute or contingent, or due or to become due;

(b) we may keep hold of all or some of your funds, securities and/or other assets until you have paid all the charges and liabilities you owe us and/or any Associate, even if the unpaid charges or liabilities do not relate to those funds, securities and/or other assets, including without limitation in the event of your failure to make a payment or to deliver any assets due to us (or agents used by us) or any Associate when due. If you have not paid any amount owing within 3 days after the due settlement date, we shall also have the right to sell any securities or other assets in our possession or

control and to apply the proceeds and any of your cash in our possession or control in or towards satisfaction of such liability;

- (c) in the event of your failure to make any payment due to us by the due settlement date we shall additionally have the right to charge interest on the overdue amount at the rate of 4% above HSBC Bank plc base rate then ruling for sterling and 4% over cost of funds for foreign currencies. We reserve the right to pass on, and you shall be liable to us for, any additional charges levied on us by third parties in relation to such overdue amount; and
- (d) if there is an event of default as set out in clause 43, we reserve the right, at your cost and expense and without any liability for any loss or damage arising therefrom, to:
- (i) sell or realise all or some of your assets held by us or which we are entitled to receive for you, we can only do this after giving you 30 days' written notice that we intend to do so. If we do sell or realise any of your assets, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after taking off the cost of selling the goods; and/or
 - (ii) purchase investments, to make delivery on your behalf, to cancel, close, reduce or hedge any outstanding transactions or positions in order to recover any unpaid charges.
- 44.2 Any proceeds arising from such actions or disposals may be applied to reduce or discharge your liabilities or indebtedness to CGWL and/or any Associate.
- 44.3 The exercise of any right or remedy under these Terms will not preclude us from exercising that right or remedy again (or in full if it was previously only exercised in part) or from exercising any other right or remedy we have under these Terms, or any other agreement in place between you and us, or otherwise. Our rights and remedies under these Terms are not exclusive of any provided by law or otherwise.

45. Termination

- 45.1 You are entitled to terminate these arrangements by giving us 30 days' written notice (the 'Termination Notice'), however you should note that, although no penalty will be payable by you to us, you will remain liable to meet all obligations which may accrue under transactions initiated prior to the date of

receipt by us of your notice and which are to be completed thereafter. You will further be liable to pay us the amount outstanding at the date of termination in respect of all interest and Charges. See the Schedule of Charges for additional Charges which apply for effecting the transfer of your portfolio.

- 45.2 We may terminate these arrangements by giving you 30 days' written notice (also 'Termination Notice') and your obligations in such an instance will be as above.
- 45.3 Subject to clause 45.4 below, on either party serving a Termination Notice, you will promptly provide to us written instructions for the transfer of any assets and funds you hold in our custody. Where we have not received such instructions within 30 days of giving the Termination Notice, we reserve the right to return Assets to you in certificated form and to send you a cheque for any monies held. These will be sent to you at the address we hold on record for you as your correspondence address. Transfer out charges will continue to apply.
- 45.4 No transfer of Assets or monies may be effected unless we have complete and up to date information and documentation which meets our obligations under the Money Laundering Regulations. We will aim to notify you within 14 days of the Termination Notice if any additional information is required, by writing to the address we hold on record for you as correspondence address and any address on the Termination Notice if different.
- 45.5 Where you have not provided transfer instructions within 30 days of giving the Termination Notice and it is not possible to return Assets to you in certificated form, we will continue to hold any residual Assets under the terms of our Custody Agreement and our usual charges will apply.

46. Confidentiality & data protection

- 46.1 Neither CGWL nor any Associate owes any duty to disclose to you any fact, matter or thing which comes to the notice of CGWL or any Associate or any of their respective employees, directors or agents in the course of rendering similar service to others, or in the event that such disclosure would be a breach of confidence or duty to any other person.
- 46.2 We will act as a data controller for your "Personal Data" within the meaning of the Data Protection Laws. You hereby consent to the use of your data in accordance with our Privacy Notice.

- 46.3 You agree that Personal Data and other information of a confidential nature about you may be shared by us in certain circumstances to the extent permitted by Data Protection Laws. The potential recipients of your Personal Data are identified in our Privacy Notice and you understand and agree that your Personal Data may be transferred to the recipients outlined in the notice, as may be amended from time to time.
- 46.4 It may be necessary to transfer your Personal Data to the offices of an Associate or to our agents or contractors outside the European Economic Area ("EEA"). Where your Personal Data is transferred out of the EEA, we will ensure that this is done in compliance with Data Protection Laws.
- 46.5 You have the right to access, port, rectify, restrict or erase the Personal Data we hold about you subject to certain conditions and limitations set out in the Data Protection Laws. If you wish to exercise those rights, please contact us using the contact details at the end of our Privacy Notice. If you are dissatisfied with our response you may lodge a complaint with the Information Commissioner's Office.
- 46.6 If you provide us with Personal Data relating to your relatives or other third parties in connection with our provision of services to you, you agree to make them aware of our Privacy Notice.

47. Assignment & amendment

- 47.1 The obligations under these Terms bind, and the rights will be enforceable by, the parties and their respective successors and permitted assigns.
- 47.2 We may, at any time, assign or transfer any of our rights and/or obligations under this Agreement and all or any of the functions under this Agreement to a third party, provided that we have given you at least 10 Business Days' written notice to you to that effect. Where we do this, you authorise us to transfer any of your client money and/or investments held by us or on our behalf to the third party, or someone nominated by that person. We will only transfer your money and/or assets to another person who either will hold them under the FCA CASS Rules or to whom we have exercised all due skill, care and diligence in assessing whether that person will apply adequate measures to protect it. Where we intend to do this we will give you 10 Business Days' prior written notice and, following any transfer, no later than 7 Business Days later, we will write to you to advise you that it has taken place and the successor will write to you following this or provide the new

terms and conditions that apply to your client money and investment protection, treatment and transfer, including the relevant compensation scheme arrangements that may apply.

- 47.3 If you object to any assignment we make under 48.2, you may terminate this Agreement with immediate effect by providing us with notice of this in writing. We will not make a charge for transferring any investments we hold for you if you terminate under this paragraph.
- 47.4 You may not transfer or assign any of your rights and obligations under these Terms or any transaction or contract entered into pursuant to these Terms without our prior written consent which we will not unreasonably withhold.
- 47.5 Any amendment to these Terms or the Services Agreement(s) will be notified to you in writing. Such changes will become effective on the date to be specified in the notice which will be not less than 30 calendar days after the notice is sent to you (please refer to clause 50). If you wish to initiate any amendment to these arrangements then you must convey your requirement to us in writing. Such amendment will be conditional upon our agreement and will become effective upon our written confirmation to you. No amendment will affect any outstanding order or transaction or any legal rights or obligations which may have previously arisen.
- 47.6 For certain valid reasons, we may give you immediate notice of a change so we can:
- reflect any significant changes in the regulations which apply;
 - protect ourselves or you against fraud by any person;
 - change our contact details;
 - put right obvious mistakes in the agreement;
 - deal with changes in tax rates;
 - reflect other legitimate cost increases or reductions associated with providing our services to you; or
 - make the agreement more favourable to you.

48. Complaints

- 48.1 We take complaints very seriously and have established procedures in accordance with the FCA's requirements for complaint consideration and handling to ensure that complaints are dealt with fairly and promptly.
- 48.2 Our written complaints policy, which is prepared in compliance with the relevant FCA Rules is available to you at:

www.canaccordgenuity.com. If you wish to make a complaint about our services under these Terms or the Services Agreement(s), you should contact us to raise your complaint. You may do this in a number of ways as detailed in the complaints policy referred to above.

- 48.3 The matter will be investigated and a written response, including details of the Financial Ombudsman Service to whom the matter can be referred should the complaint not be resolved to your satisfaction, will be provided to you within a reasonable period of time as set out in our complaints policy.
- 48.4 As an eligible complainant, if we do not provide you with a final response with eight weeks from the date we receive your complaint, or if you do not agree or are otherwise dissatisfied with the outcome of our response, you have the right to refer your complaint to the Financial Ombudsman Service, which is an independent dispute resolution service.
- 48.5 The Financial Ombudsman Service can be contacted at:
- T:** 0800 0234 567
Exchange Tower, London E14 9SR
www.financial-ombudsman.org.uk
- Please check the FOS website to determine whether you are an eligible complainant.
- 48.6 If you are dissatisfied about any aspect of our services under these Terms or the Services Agreement (s) you can contact us by telephone or in writing, by post, fax or email on the details given below:
- T:** +44 020 7665 4500
E: CGWM_UK@canaccord.com
Head of Compliance, 41 Lothbury, London, UK, EC2R 7AE
- 48.7 To help us investigate and resolve the complaint as quickly as possible, you should provide us with full details of the circumstances giving rise to the complaint. We will investigate the complaint and a written response, including our complaints procedure.

49. Compensation scheme

- 49.1 CGWL is covered by the UK Financial Services Compensation Scheme ('FSCS'). The FSCS provides compensation in certain circumstances for customers of authorised financial services firms if they are in default. The scheme may provide compensation should we be unable to meet our obligations but is not available to every investor. Compensation is typically paid out because a firm has ceased trading and/or is insolvent. For investments in UK funds and for

investment business, the FSCS can cover 100% of eligible investments up to a maximum of £50,000. Investments in non-UK funds are not covered by the compensation scheme, but may be covered by other European compensation schemes. For cash, the FSCS can pay, as at February 2017, a maximum of £85,000 per claimant. Please note: these amounts are subject to change and can be viewed at the FSCS website.

- 49.2 The actual level of compensation paid depends upon the basis of each claim, but a customer's entitlement to compensation from the scheme will depend on the type of investment made and the circumstances of the claim. The FSCS only pays compensation for financial loss.
- 49.3 Compensation limits are per person, per firm and per claim category and are on the FSCS website at www.fscs.org.uk, along with additional information about compensation arrangements or you can refer in person to the FSCS by calling 0800 678 1100.
- 49.4 We will provide, on your request, information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation.

50. Service of documents

- 50.1 Any letter or other document shall be deemed to have been duly served upon you if it is sent by post or email to (or left at) your last notified address. Any letter or other document sent by post shall be deemed to have been served on the second Business Day following that on which the envelope containing the same was posted for clients resident in the United Kingdom and on the fifth Business Day following that on which the envelope containing the same was posted for clients resident outside the United Kingdom.
- 50.2 Documents sent by email shall be deemed to have been duly served upon you on the day on which they are sent, although emails sent after 5.00 p.m. on a Business Day will be deemed to have been sent on the following Business Day. Proof that the email was sent to your email address will be sufficient to prove receipt.

51. Third party rights

A person who is not a party to any Services Agreement(s) of which these Terms form part has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement (including any of these Terms).

52. Force majeure

We shall not be liable for any losses you may suffer directly or indirectly because of anything beyond our reasonable control to prevent, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, acts of terrorism, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or system failure, failure of equipment, failure or malfunction of communications or media or interruption of power supplies, any change of law, currency restrictions, devaluations and exchange rate fluctuations, changes to the Euro or membership of the single European currency or any other effect of the Eurozone crisis, market conditions affecting the execution or settlement of transactions or the value of assets, or the failure of a relevant exchange, counterparty, clearing house, broker, banker and/or custodian to perform for any reason.

53. Miscellaneous

- 53.1 Unless previously agreed, or unless we feel that it is in the best interest of a client that we do so, it is not our policy to telephone clients outside of the hours of 8.00 a.m. and 6.00 p.m. on Business Days.
- 53.2 You shall have the right to inspect copies of contract notes, statements or electronic recording media relating to your transactions, although we reserve the right to charge for such service. Such records will be maintained for a period of six years from the end of our relationship.
- 53.3 Nothing in these Terms or any Services Agreement(s) shall prevent us from carrying out our duties in compliance with the Applicable Law. Nor shall we be in breach of any of the provisions of these Terms or any Service Agreement(s) where such provisions are or appear to be inconsistent with our compliance with Applicable Law.
- 53.4 No act, omission to act, or forbearance by CGWL or any of their respective employees, servants or agents shall be, or be deemed to be, a waiver by CGWL of any rights against you.

- 53.5 If any provision of these Terms and the Service Agreement(s) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms and the Service Agreement(s) nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.

54. Governing law and dispute resolution

- 54.1 These Terms and the Services Agreement(s) are to be governed by 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 these Terms or the Services Agreement(s).
- 54.2 In the event of any conflict between these Terms and any Applicable Law, the Applicable Law shall prevail.

Custody agreement

This Agreement should be read in conjunction with our Terms of Business and our published Charges and Application Form which all govern our dealings with you.

This agreement is made between:

1. Canaccord Genuity Wealth Limited ('CGWL' or 'we'/'us'/'our'); and
2. The account holder/s as named on the Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, our most recently published Terms of Business from time to time ('Terms of Business') and the Schedule of Charges (the 'Agreement').
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the Terms of Business and anything set out in this supplement, the terms in this supplement shall prevail in relation to Custody Services.
- (c) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

1. Custody services and your money

- 1.1 If any money held on your behalf qualifies as client money for the purposes of the FCA Client Asset Sourcebook (CASS) Rules, we, and any third party who we authorise to hold your money, will deal with your money in accordance with those rules and hold it in a segregated bank account, alongside the money of our other clients.
- 1.2 We have the authority to delegate the custody services in accordance with clause 14 of the Terms of Business.

- 1.3 We may appoint a third party whether an Associate or a Non-Associate to perform custody services following our assessment that the appointment satisfies the requirements of the FCA CASS Rules. Details of Sub-Custodians that have been appointed at any current time to perform custody services are available on request.
- 1.4 When considering which third party bank to use to hold client money, we will exercise all due skill, care and diligence and will periodically (at least annually) review the adequacy and appropriateness of any bank where your money is deposited and of the arrangements for holding your money, in accordance with the FCA CASS Rules. We will not be responsible for any acts, omissions or default of the third party bank.
- 1.5 If necessary, we may also allow another institution (either in the UK or in a jurisdiction outside the UK) such as an exchange, clearing house, overseas settlement agent or other intermediate broker to hold or control your money, but only if we transfer your money for the purpose of a transaction through or with that person or to meet any obligation that you may have to provide collateral for a transaction. If we do this, we will endeavour to ensure your money is held as client money under the FCA CASS Rules or an equivalent regulatory regime.

2. Recording & registration of securities

- 2.1 Acceptance of the Terms of Business provides authority for us to hold your investment in safe custody, to transfer securities from your account to meet sales effected for your account, acceptance of offers, or other matters covered by this Agreement.
- 2.2 Your assets (other than bearer stocks and other non-registrable investments) accepted by us for this service will be

registered in the name of our nominee, the nominee of a Sub-Custodian or an applicable delegate or their nominee but with you as the beneficial owner in accordance with FCA Rules.

- 2.3 We will ensure that all certificates, bearer instruments and other documents of title including those that evidence title in dematerialised form, will be held on your behalf in segregated accounts maintained for clients' securities.
- 2.4 Should you instruct us in writing (by letter that investments purchased through us be registered in the name of some other person (which must not be CGWL, or an Associate of CGWL) whom you specify, the consequences of registration carried out in accordance with your instructions, are entirely your risk. The legitimacy of such registrations also remains your responsibility.
- 2.5 Sub-Custodians: In some situations, it may be necessary for us to act through, and hold your investments with, a Sub-Custodian, and you hereby authorise us to appoint any such Sub-Custodian(s) from time to time in connection with the performance of our duties under this Agreement. We will exercise due skill, care and diligence in the selection, appointment and periodic review of any Sub-Custodian as required under the FCA CASS Rules. We shall not be responsible for any acts, omissions or default of any Sub-Custodian unless and only to the extent they result directly from our own breach.
- 2.6 You acknowledge and agree that we may, to the extent permitted by the FCA CASS Rules, grant to Sub-Custodians and other third parties (such as central counterparties, settlement agents and securities depositories) a lien over investments held by, or deposited with, them and/or that they may be entitled to other security interests over investments, including rights of set-off,

retention or sale. We will only grant such security interests where they are (i) granted in order to enable the Sub-Custodian or other third party to recover debts which relate to their provision of services to us for you, (ii) required by applicable law in a non-EEA state in which the investments are held, or (iii) to facilitate the clearing or settlement of your transactions. Where your investments are held or deposited with a Sub-Custodian or third party in a non-EEA state, such a security interest gives rise to certain risks including that it could enable the relevant Sub-Custodian or third party to dispose of the investments in order to recover debts related to persons other than you (or our other clients), or related to matters other than the provision of services by that Sub-Custodian or third party to us for you (or to us for our other clients).

- 2.7 Investments registered or recorded in the name of a nominee company, custodian or Sub-Custodian (as outlined above) may be pooled with those of one or more of our other clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register. In the event of a shortfall following any default of the custodian responsible for pooled investments, you may not receive your full entitlement and may share in that shortfall pro-rata. A further effect of pooling can be that following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been, had your investments been registered in your own name.
- 2.8 We will maintain records of your interests in the Assets which have been pooled. Investments within your account shall at all times be beneficially owned by you.
- 2.9 You should note that, in extremely restricted circumstances, investments held by us on your behalf may be registered in your own name, usually where law or market practice dictates.
- 2.10 We may at our sole discretion refuse to accept assets for our custody services under this Agreement.

3. Requirements in overseas jurisdictions

- 3.1 If you invest in overseas (non-UK) investments your overseas investments may be registered or recorded in the name of a custodian or in our name in one or more jurisdictions outside the UK, but before your assets are held in this way, we will have taken reasonable steps to determine that we reasonably

believe it to be in your best interests to do so, or that it is not practical to do otherwise because of the nature of the Applicable Law and market practice. We will endeavour to ensure that such investments will not be held with any third party in another country which does not regulate the safekeeping of financial instruments unless the nature of the financial instrument requires it. However, assets held overseas may be subject to different settlement, legal and regulatory requirements than those that apply in the UK.

- 3.2 Where your investments are held in this manner, they may not be segregated from investments belonging to us and therefore, your protection may be less should a default occur on the part of the person in whose name the investments belonging to you are so recorded.

4. Statements

Statements showing the assets held for your account will be forwarded to you at least on a quarterly basis or with such other frequency as may be required by FCA Rules. Additional statements are available on request for which a reasonable charge may apply and we will respond and provide a statement within 5 Business Days following receipt of the request. You agree to review the statements we send you and that you will notify us in writing if there are any discrepancies or errors within 14 Business Days, or that we may notify you of an error therein within the same time period.

5. Certain facilities

- 5.1 We will only provide facilities in any of the following matters when specifically requested and if given sufficient notice:
- (a) DRIP and scrip in lieu of dividends (we are unable to guarantee this facility and where we are able to act an additional charge may be levied).
 - (b) shareholders report and accounts and other material issued by the entities for which we are providing custody services.
 - (c) voting Rights.*

*NOTES to (c) above - Normally voting rights are passive within a nominee facility. Any contrary requirements will normally only be accommodated if the holding in question represents at least 1% of the issued share capital of the subject company.

6. Taking up rights

- 6.1 Please note, discretionary clients excepted, that as regards investments, which we are holding on your behalf, we shall not be responsible for:
- (a) taking up rights

- (b) exercising any conversion or subscription rights
- (c) dealing with take-overs or other offers or capital re-organisation
- (d) exercising voting rights
- (e) unless you respond to our advices on these matters by our prescribed action date. Where we have not received your instructions, we will not be liable for any losses or claims (whether direct or indirect where indirect means other losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us as a result of a breach of the obligations under this Agreement) which arise from our action or inaction in respect of a corporate action. Advices will normally be issued three to 5 Business Days prior to the action date and will vary according to the location of the relevant agent to whom documentation is to be lodged.

- 6.2 We shall not be liable for any losses or claims (whether direct or indirect where indirect means other losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us as a result of a breach of the obligations under this Agreement) arising from matters outside of our control, including without limitation in instances where we have not received information about a corporate action by the issuer or its agents.

7. Limit of liability

- 7.1 Where we appoint any Associate to perform the role of Sub-Custodian, it shall be liable for the acts of that Sub-Custodian as if they were its own, in accordance with the terms of this Agreement.
- 7.2 Subject to clause 11.1 we shall not be liable for the acts of any Non-Associate Sub-Custodian appointed by an Associate except to the extent that such liability is caused by the breach of contract, wilful default, fraud or negligence of the Associate in the selection of such custodian or third party.
- 7.3 Nothing in this Agreement will exclude or limit any mandatory duty or liability we have under Applicable Law.

8. Authority to transfer securities

Without prejudice to any other authorisations given under any other agreement in place between you and us, you authorise us to transfer assets from your account to meet sales effected for your account, acceptance of offers or similar matters.

9. Default powers

Without prejudice to any other rights or remedies we may have, whether under this Agreement or any other agreement in place between you and us, or otherwise, we shall have the right to sell some or all of the assets held by us on your behalf or which are in our custody or control and apply the proceeds thereof in or towards satisfaction of any liability to us or any Associate (whether absolute or contingent, or due or to become due) if:

- (a) you default on any payment obligation which you have to us whether under this Agreement or otherwise; or
- (b) the amount of your monies available to us at the due date of settlement is insufficient to meet a payment obligation incurred on your behalf; or
- (c) this Agreement has been terminated and funds are not forthcoming to enable us to settle transactions initiated on your behalf and which have not been completed at the time of such termination; or
- (d) we consider that it is in your interests or in the interests of our clients generally to do so and, having provided you with reasonable notice of our intentions you fail to provide us with instructions to the contrary within a reasonable time.

10. Income receipts & payments

- 10.1 For those clients using our custody services income (after offsetting any capital debit balance, where appropriate, and subject to a resultant minimum balance of £50) will be paid away, at the end of each calendar month. If you do not wish income to be paid away, please notify us in writing.
- 10.2 Payment will be made by electronic means. (Overseas payments will be subject to a separate bank charge) These arrangements will be applied to all clients unless otherwise specifically agreed. However, no interest will be accrued or paid on the aforementioned balances between the date of receipt and the payments away or transfer to deposit. Composite tax certificates and supporting schedules will be issued annually. Any income due on securities held abroad or from an overseas entity will not be deemed to have arisen until received and, if appropriate, converted to another currency.

11. Monies owed to us

Without prejudice to any other rights or remedies we may have, whether under this Agreement or any other agreement in place between you and us, or otherwise, we reserve the right to retain and/or make deductions from amounts which we owe to you or are holding for you or which are in our custody or control, including income, if:

- (a) monies paid to us by you are not available to us in cleared funds or are insufficient to enable us to make settlement on the due date; or
- (b) monies due to be paid to us to enable us to make payment upon a settlement date are not made available to us in due time or are insufficient to meet the obligations incurred on your behalf; or
- (c) the monies are being invested or reinvested on your behalf by us pursuant to this Agreement; or
- (d) you are in default of a payment obligation under any other agreement with us.

12. Charges

Provision of the services hereunder is subject to payment of any Charges in accordance with the Terms of Business and the Schedule of Charges.

13. Acceptance of terms

This Agreement is sent to you and should be read in conjunction with the Discretionary Portfolio Management Agreement, Advisory Portfolio Management Agreement, Advisory Stockbroking Agreement or Execution Only Stockbroking Agreement (as applicable). Please advise us in writing if you do not wish to use our custody facility within seven days of receipt of this document. However, if you are a new client and we have provided custody services to you prior to your receipt of this document, this Agreement shall govern the provision of such services. This Agreement replaces any other nominee agreement or custody agreement that may exist between you and us.

14. Termination

- 14.1 Our appointment hereunder will immediately terminate in any of the following events:
 - (a) upon the expiry of at least 30 days' written notice from us to you;
 - (b) upon the expiry of at least 30 days' written notice from you to us; or
 - (c) upon our closure of your account with us pursuant to the Terms of Business.
- 14.2 Any notice given pursuant to this clause shall be sent by post and addressed to your correspondence address or such other address as has been notified to us in writing for that purpose.

Discretionary portfolio management

This agreement is made between:

1. Canaccord Genuity Wealth Limited ('CGWL' or 'we/'us/'our'); and
2. The account holder/s as named on the completed Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, the completed Application Form, our most recently published Terms of Business from time to time (Terms of Business), the Risk Notice; the Schedule of Charges and any Derivatives Dealing Agreement in place between you and CGWL (the 'Agreement').
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the Terms of Business and anything set out in this supplement, the terms in this supplement shall prevail.
- (c) This agreement replaces any previous agreements or schedules on the same subject matter (without prejudice to any Terms of Business in place between you and CGWL).
- (d) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

It is hereby agreed as follows:

1. The services we will provide

- 1.1 CGWL will manage your portfolio on a discretionary basis. This means that we, as your agent and in your name, shall have complete discretion (subject to clause 3 below) and without reference to you to buy, sell, retain, exchange or otherwise deal in investments, subscribe to issues of securities and other

investments, exercise rights in relation to investments, place and withdraw cash from deposit as we think fit and effect transactions on any markets in accordance with our Order Execution Policy and otherwise act as we judge appropriate in relation to the portfolio and administer the investments, money and other assets forming part of the portfolio and deal with all and any incidental and consequential matters arising from or in relation to such portfolio.

- 1.2 Subject to clauses 2 and 4, we may effect or arrange a transaction for you in respect of any investment which falls within any of the categories set out in clause 1.3 we may also be subject to other restrictions under other provisions of this Agreement.
- 1.3 CGWL's Discretionary Portfolio Management Service may utilise the following investments:
 - (a) shares in UK or foreign companies;
 - (b) debentures, loan stock, bonds, notes, certificates of deposit and other debt securities;
 - (c) warrants to subscribe for investments falling within (a) or (b) above;
 - (d) units in collective investment schemes in the United Kingdom and elsewhere;
 - (e) options on instruments falling within (a) or (b) above, whether on any other investment in this list, on sterling or another currency;
 - (f) futures on instruments falling within (a) or (b) above;
 - (g) currency forwards;
 - (h) contracts for differences; and
 - (i) any other investments we may agree with you from time to time.

- 1.4 No warranty is given by us to you as to the performance or profitability of your portfolio, or of any investment purchased or sold by us on your behalf.

2. Suitability

- 2.1 The details which were supplied by you on the completed Application Form are a fundamental part of the terms of this Agreement. It is your responsibility to inform CGWL if any information provided to them has changed.
- 2.2 In accordance with Applicable Law, our investment and divestment decisions will be made in order to provide a portfolio which we have reasonably assessed is suitable for you given your attitude to risk, financial circumstances (including your ability to bear any losses), investment objectives, time horizon and liquidity needs, as provided by you in the CGWL Application Form. It is your responsibility to inform CGWL if any of these factors have changed. If you decline to confirm such information or to provide updates when requested, we may be unable to continue to provide the Discretionary Portfolio Management service to you. Risk and performance will be considered on the basis of the portfolio as a whole and not at an individual security level.
- 2.3 Discretionary accounts are assessed on an on-going basis for suitability. As part of this assessment we will review, on a periodic basis, your investment objective and attitude to risk, and may from time to time, suggest to you such amendments as, in our opinion, are appropriate.

3. Use of derivatives

You hereby authorise us to enter into options on investments, options on indices or on sterling or foreign exchange, contracts for differences or any other instrument including

any derivative instrument or any instrument with an embedded derivative (collectively referred to as 'Derivatives') as part of the management of the portfolio for the purposes of risk reduction/hedging only.

4. Investment restrictions

- 4.1 Any limits and restrictions that you place on our investment authority (for example, restrictions on the purchase of shares or other securities in a particular company, shares or securities in companies in a particular industry or shares or securities issued by companies or other entities in a particular country) must be confirmed in writing or e-mail by us and will not be effective until such confirmation is received by you. We will aim to accommodate any reasonable request but we reserve the right not to accept a restriction if we believe (in our absolute discretion) that your request is insufficiently clear or not reasonably achievable. Where Funds are held we will not apply any restrictions to the underlying holdings in these Funds.
- 4.2 We reserve the right not to open or to continue to operate an account if we believe (in our absolute discretion) that your investment restrictions, investment objectives and/or risk profile are not compatible with CGWL's standard service offering. We will give you notice in writing where we are unable to continue to operate a restriction which we have previously accepted. For the avoidance of doubt we will not apply any accepted restrictions to the funds or investment trusts that we hold for you.
- 4.3 You are required to notify us within 30 days of receipt of your periodic statement if it appears to you that any of the securities we have purchased on your behalf do not comply with the restrictions that you have placed on the account.

5. Client directed transactions

- 5.1 If, on an occasional basis, you wish to undertake specific investment transactions, these will be undertaken on an Execution Only basis and will not be subject to our ongoing suitability obligation. Such investments will be held separately from your discretionary portfolio which is subject to these terms. You may request that such investments are transferred into your discretionary portfolio, however we reserve the right to reject such requests where we reasonably believe that the investment will compromise the suitability of the overall portfolio.
- 5.2 Should you wish to undertake specific investment transactions on a more

frequent basis, as determined by us in our absolute discretion, we will ask you to open a separate execution only account and will charge you accordingly.

6. Reporting to you

- 6.1 We shall send to you a periodic statement relating to your portfolio at least every quarter. (Unless a different reporting period is agreed with you).
- 6.2 The periodic statement shall include details of:
- (a) each holding in your portfolio, reported on a trade date basis, shown at its market value based on the bid price at the close of business on the date of the valuation, or fair value if market value is unavailable; except for futures and options which are calculated at bid and offer prices;
 - (b) the cash balance at the beginning and at the end of the period the statement covers;
 - (c) comparison of the performance of your portfolio against a relevant benchmark as selected by us in our discretion or as agreed with you;
 - (d) the total amount of fees and charges incurred during the period the statement covers, itemising (at least) the total management fees and total costs associated with execution;
 - (e) the total amount of dividends, interest and other payments received during the reporting period in relation to your portfolio;
 - (f) information about other corporate actions giving rights in relation to certain investments (as required under the FCA Rules) held in your portfolio; and
 - (g) such additional information (if any) required to be disclosed to you under the FCA Rules.
- 6.3 Valuations (whether used in the periodic reporting pack or ad hoc/periodic statements, or for calculations of CGT) will be based on the most up to date prices reasonably available to us from the sources which we reasonably believe to be reliable. We will use reasonable endeavours to verify the validity of such data but shall not be liable for any inaccuracies in any such data which may be used or for providing valuations for hard to value assets. You acknowledge that prices shown in any such valuations may not reflect the actual realisable values of investments held in a Portfolio. You should refer to each statement for further information on the basis of the valuation of specific assets.

6.4 In accordance with the FCA Rules, we will notify you if the value of investment in a portfolio falls by 10% or more during a quarterly reporting period. Where your account includes positions in Leverages Financial Instruments or Contingent Liability Transactions we will let you know where the initial value of any relevant financial instrument depreciated by 10% or more (and multiples of 10% thereafter).

6.5 However, because we treat you as a 'retail client', you have the right to request the provision of a periodic statement every three months, unless your portfolio includes leverage instruments in which case we are required to send you a periodic statement every month.

7. Conflicts of interest

- 7.1 In addition to the conflicts of interest that are set out in the main Terms of Business, your attention is drawn to the following:
- (a) CGWL may buy or sell on your behalf units in a collective investment scheme of which CGWL or an Associate is a manager, investment adviser or custodian.
 - (b) CGWL may purchase for you a new issue or a rights issue or similar transaction where an Associate is sponsoring or underwriting the transaction.

8. Delegation and use of agents

- 8.1 We may, at any time, delegate all or any of our investment management services to an Associate or another third party, by way of sub-delegation either at your specific request or where we consider this to be in your best interests.
- 8.2 We will act in good faith and with reasonable skill and care in our choice and use of any delegate or third party service provider.
- 8.3 Where we delegate any of our functions to an Associate we shall be liable for the acts of that Associate as if they were our own in accordance with these Terms.
- 8.4 Where we delegate investment management services under this Agreement we will provide you with at least 30 days' written notice in advance of such delegation taking place. You must notify us within 21 days of receipt of any such notice if you object to the delegation.
- 8.5 If an authorised intermediary has advised you on your chosen investment objective and risk profile, we will provide our discretionary investment

management services, taking into account the investment objective and risk profile notified to us by you, or the authorised intermediary. However, we are not responsible for the selection or periodic review of such investment objectives or risk profile.

9. Dormant accounts

9.1 We will contact you periodically about your account. If we do not receive any response from you, in connection with these communications or otherwise, we will assume that you wish for us to continue to provide you with the management services set out in this Agreement in accordance with the information provided to us by you.

9.2 Notwithstanding clause 9.1, if we, exercising our absolute discretion, decide that we no longer have up to date information to enable us to meet our obligations in clause 2 we may continue the management of your portfolio on a Care and Maintenance basis only, and we reserve the right to terminate the discretionary management of your portfolio by providing you with 30 days' notice in writing of our intention.

9.3 A care and maintenance basis means that we will not actively undertake transactions on the account unless we, in our absolute discretion, consider that urgent action is required in response to market events or events related to a specific security which you hold. In any event, we will not purchase any new securities in the portfolio and may, over time, increase the proportion of the account which is held in cash. You will continue to be liable for Charges on the account.

10. Deceased accounts

Subject to clause 39 in the Terms of Business, in the event we are notified of your death we will manage your portfolio on a care and maintenance basis (see 9.3 above) on the same Terms until we receive valid instructions from your executors. No assets will be paid out of the account until we have received an original copy of the grant of probate.

Advisory portfolio management

This agreement is made between:

(1) Canaccord Genuity Wealth Limited ('CGWL' or 'we'/'us'/'our'); and

(2) The account holder/s as named on the Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, the completed Application Form, our most recently published Terms of Business from time to time (Terms of Business), the Risk Notice; and the Schedule of Charges (the 'Agreement').
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the Terms of Business and anything set out in this supplement, the terms in this supplement shall prevail.
- (c) This agreement replaces any previous agreements or schedules on the same subject matter (without prejudice to any Terms of Business in place between you and CGWL).
- (d) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

It is hereby agreed as follows:

1. The services we will provide

- 1.1 Subject to our rights to refuse to accept instructions we may provide investment advice, dealing and settlement services in any of the following investments:
 - (a) shares in UK or foreign companies;
 - (b) debentures, loan stock, bonds, notes, certificates of deposit and other debt instruments, including government and public securities;

- (c) warrants to subscribe for investments falling within (a) or (b) above;
- (d) collective investment schemes in the United Kingdom or elsewhere;
- (e) options on instruments falling within (a) or (b) above, whether on any other investment in this list, on sterling or another currency;
- (f) futures on instruments falling within (a) or (b) above;
- (g) contracts for differences; and
- (h) any other investments we may agree with you from time to time.

- 1.2 You will receive investment recommendations from us that we have reasonably assessed are suitable for you taking into account your knowledge and experience of investing, attitude to risk, financial circumstances, investment objectives, time horizon and liquidity needs, but the decision to invest in, hold or dispose of any investment will be your own.

- 1.3 We will take no action in respect of any investments without prior reference to you and receipt of your instructions. Further, unless otherwise agreed, we will not accept instructions in the following:

- (a) warrants (unless you have received the warrant as part of a corporate action);
- (b) options on investments or on sterling or foreign exchange;
- (c) futures on instruments falling with in (a) and (b) in clause 1.1;
- (d) currency forwards; (c) contracts for differences; or (d) any other derivative instrument.

- 1.4 The above is also subject to any limits or restrictions arising from the nature of the account you hold with us, as set out in clause 3 below, to the other terms of this Agreement and Applicable Law.

- 1.5 If you instruct us to execute a transaction which is not based on our advice, contrary to our advice, or in response to advice or recommendations given by us based on information provided by you or on your behalf which it subsequently becomes clear was incorrect, incomplete or out of date due to your failure to advise us of any change in them, the transaction will be deemed to have been executed on an 'execution only basis' and we will have no responsibility or liability for the consequences of any such transaction.

2. Suitability

- 2.1 The details which were supplied on the completed Application Form are a fundamental part of the terms of this Agreement. It is your responsibility to inform us if any information provided to us has changed. Please also refer to clause 4 regarding any further restrictions.
- 2.2 In accordance with Applicable Law, our investment advice will be given in order to enable you to create and maintain a portfolio which we have reasonably assessed is suitable for you given your knowledge and experience of investing, attitude to risk, financial circumstances, investment objectives, time horizon and liquidity needs, as provided by you in the Application Form. Risk and performance will be considered on the basis of the portfolio as a whole and not at an individual security level.
- 2.3 We will monitor your portfolio, and assess suitability, on an ongoing basis and will advise you if we consider that changes are needed to ensure that your account remains suitable for you. However, if we are unable to contact you or if you do not respond to our contacts, we will be unable to take any action on the account regardless of the circumstances and will not accept any responsibility arising from your failure to respond.

2.4 No warranty is given by us to you as to the performance or profitability of any investment purchased or sold by you as a result of our advice.

3. Conflicts of interest

In addition to the conflicts of interest that are set out in the main terms, your attention is drawn to the following:

- 3.1 CGWL may recommend units in a collective investment scheme of which CGWL or an Associate is a manager, investment adviser or custodian.
- 3.2 CGWL may recommend the purchase of a new issue or a rights issue or similar transaction where an Associate is sponsoring or underwriting the transaction.
- 3.3 CGWL may recommend securities which are also selected for purchase in our discretionary managed portfolios. As we are unable to take any action on your account without instruction from you, implementation of such investment recommendations is necessarily longer than for clients under our Discretionary Service. Our policy is not to delay executing investment decisions for discretionary managed clients. Executing trades at different times may result in our discretionary clients obtaining a different price than for clients under our Advisory services, this price may be better or worse.

4. Investment restrictions

4.1 Where the nature of the account you hold with us, for example ISA or SIPP, means that you are restricted from purchasing certain securities or types of securities, our advice will take account of those restrictions. Where you require that our advice and management takes account of limits and restrictions (for example restrictions on the purchase of shares or other securities in a particular company, shares or securities in companies in a particular industry or shares or securities issued by companies or other entities in a particular country), this must be confirmed in writing (which may be by email) by us and will not be effective until such confirmation is received by you. We will accommodate any reasonable request but we reserve the right not to accept a restriction if we believe (in our absolute discretion) that your request is insufficiently clear or not reasonably achievable.

- 4.2 Where Funds are held we will not apply any restrictions to the underlying holdings in these Funds.
- 4.3 We reserve the right not to open the account if we believe (in our absolute discretion) that the requested investment limits or restrictions, investment objectives and/or risk profile are not compatible with CGWL's standard service offering. For the avoidance of doubt we will not apply any accepted restrictions to the funds or investment trusts that we hold for you.
- 4.4 Where changes in the price or value of assets brought about solely by market movements cause any investment limit set by you to be exceeded, this shall not be deemed to be a breach of the investment limit.

5. Reporting to you

- 5.1 We shall send to you a periodic statement relating to your portfolio at least every six months. The periodic statement shall include details of:
 - (a) Each holding in your portfolio, reported on a trade date basis, shown at its market value based on the bid price at the close of business on the date of the valuation, or fair value if market value is unavailable; except for futures and options which are calculated at bid and offer prices;
 - (b) Comparison of the performance of your portfolio against a relevant benchmark as selected by us at our discretion or as agreed with you;
 - (c) such additional information (if any) required to be disclosed to you under the FCA Rules. However, where we treat you as a 'retail client', you have the right to request the provision of a periodic statement every three months, unless your portfolio includes leverage instruments in which case we are required to send you a periodic statement every month.

6. Delegation and use of agents

We may delegate advisory management services to an Associate or third party at your specific request or where we consider this to be in your best interests. Where we delegate investment management services under this Agreement we will provide you with at least 30 days' written notice in advance of such delegation taking place. You must notify us within 21 days of receipt of any such notice if you object to the delegation. Where we delegate advisory management functions we shall remain responsible to you in respect of our obligations under this Agreement.

7. Retail investment products

7.1 Our services

The FCA requires us to give you the information in this document so that you can decide if our provision of advisory, management and dealing services in Retail Investment Products (as such term is defined in the FCA Rules) is right for you.

Subject to the restriction on advice disclosure in the Risk Notice, when considering Retail Investment Products we will choose from the whole market (that is looking at all suitable investments in the market of the type concerned) and this may include products or securities where we, or a connected company, are a manager, investment adviser, broker or custodian, provided that, from our analysis, they are suitable for you. You agree that we will not be required to provide you with key features documents or simplified prospectuses relating to any collective investment schemes upon which we may provide advice to you unless you specifically request us to do so.

7.2 Our charges

The FCA requires us to give you information on our advisory charges to enable you to make a comparison with other firms. We will also charge commission on transactions at the rate we would apply to an equity trade as per our published fee sheet (please see our Schedule of Commissions and Charges for details of our advisory charges and dealing commission). Where providers of Retail Investment Products offer us a payment for buying their products we will not take this payment but instead ask that they provide you with an equivalent discounted price.

Some providers pay trail commission for funds that continue to be held. We will only accept trail commission where we are providing you with an ongoing advisory service in respect of such funds. Where advice was given prior to or on 31 December 2012 and trail commission is payable, we will only accept such trail commission where permitted to do so under FCA Rules and we will comply with all relevant obligations under such rules. Where advice is given after 31 December 2012, we will not invest in a fund where the manager seeks to pay trail commission to us, except where we deem the relevant fund to be the most suitable to meet your investment objectives, in which case we will return any trail commission to you.

8. Right to cancel

You may cancel our investment advice service without penalty by providing us with 30 days' notice in writing. You must select an alternative service and we will charge you for that service. If you do not select an alternative service we reserve the right to terminate your account in accordance with clause 45 of the Terms of Business.

9. Inactive accounts

We will contact you periodically about your account. If we do not receive any response from you, in connection with these communications or otherwise, we will be unable to take any action on your account. If we, in our absolute discretion, decide that we no longer have up to date information to enable use to meet our obligations in clause 2, we reserve the right to terminate our Advisory Portfolio Management Agreement by providing you with 30 days' notice in writing of our intention.

10. Deceased accounts

Subject to clause 39 in the Terms of Business, in the event we are notified of your death we will be unable to take any action on your portfolio or pay out any assets until we receive an original copy of the grant of probate followed by valid instruction from your executors.

Advisory stockbroking agreement

This agreement is made between:

- (1) Canaccord Genuity Wealth Limited ('CGWL' or 'we'/'us'/'our'); and
- (2) The account holder/s as named on the Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, the completed Application Form, our most recently published Terms of Business as updated from time to time (Terms of Business), the Risk Notice; the Guide to Risk and Investment; the Schedule of Charges (the Agreement).
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the Terms of Business and anything set out in this supplement, the terms in this supplement shall prevail.
- (c) This agreement replaces any previous agreements or schedules on the same subject matter (without prejudice to any Terms of Business in place between you and CGWL).
- (d) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

It is hereby agreed as follows:

1. The services we will provide

- 1.1 Subject to our rights to refuse to accept instructions we may provide investment advice, dealing and settlement services in any of the following investments:
 - (a) shares in UK or foreign companies;
 - (b) debentures, loan stock, bonds, notes, certificates of deposit and other debt instruments, including government and public securities;

- (c) warrants to subscribe for investments falling within (a) or (b) above;
- (d) collective investment schemes in the United Kingdom or elsewhere;
- (e) options on instruments falling within (a) or (b) above, whether on any other investment in this list, on sterling or another currency;
- (f) futures on instruments falling within (a) or (b) above;
- (g) currency forwards;
- (h) spreadbets;
- (i) contracts for differences; and
- (j) any other investments we may agree with you from time to time.

- 1.2 You will receive investment recommendations from us that we have reasonably assessed are suitable for you taking into account your knowledge and experience of investing, attitude to risk, financial circumstances, investment objectives, time horizon and liquidity needs, but the decision to invest in, hold or dispose of any investment will be your own. We shall only advise you in relation to particular investments as individual transactions; however we shall consider the suitability of such transactions in the context of your portfolio as a whole. In particular, when considering the merits of an individual transaction, we will consider how the risk of that transaction contributes to the overall risk of the portfolio (on the basis of the weighted risk average of the portfolio) rather than considering the risk attributed to a particular investment in isolation. For the avoidance of doubt, CGWL is not acting for you in an investment management capacity and shall be under no obligation to have regard to or be responsible for advising you in relation to the mix or strategy or otherwise in relation to your portfolio

of investments or any segments of that portfolio. Advice will only be given on investments within our area of expertise and we will notify you in the event that the advice requested is in a field that falls outside our specialisation.

- 1.3 We will take no action in respect of any investments without prior reference to you and receipt of your instructions. Further, unless otherwise agreed, we will not accept instructions in the following:
 - (a) warrants (unless you have received the warrant as part of a corporate action);
 - (b) options on investments or on sterling or foreign exchange;
 - (c) contracts for differences; or
 - (d) any other derivative instrument.
- 1.4 If you instruct us to execute a transaction which is contrary to our advice, or in response to advice or recommendations given by us based on information provided by you or on your behalf which it subsequently becomes clear was incorrect, incomplete or out of date due to your failure to advise us of any change in them, the transaction will be deemed to have been executed on an 'execution only basis' and we will have no responsibility or liability for the consequences of any such transaction.
- 1.5 However, we always have regard to, and provision of our services hereunder shall be subject to, any limits or restrictions arising from the nature of the account which you hold with us, as set out in clause 3 below, to the other terms of this Agreement and to the Applicable Law. In any event, the decision to invest in, hold or dispose of any investment will be your own. We will take no action in respect of any investments without prior reference to you and receipt of your instructions.

1.6 Subject to clause 2, we shall only advise you in relation to particular investments as individual transactions and shall not be under any obligation to have regard to or be responsible for advising you in relation to the mix or strategy or otherwise in relation to your portfolio of investments or any segments of that portfolio. It is your responsibility to consider your portfolio as a whole. We shall not be obliged to, and nothing in this Agreement shall imply that we have a duty to, provide you with ongoing reviews, information, advice or monitoring of investments, nor shall we otherwise be under any duty to provide advice on our own initiative, in respect of any transaction or investments.

2. Suitability

- 2.1 The details which were supplied on the completed Application Form are a fundamental part of the terms of this Agreement. It is your responsibility to inform us if any information provided to us has changed. Please also refer to clause 4 regarding any further restrictions.
- 2.2 In accordance with Applicable Law, our advice will be given on securities which we have reasonably assessed are suitable for you given your attitude to risk, financial circumstances, investment objectives, time horizon and liquidity needs, as provided by you in the Application Form. Risk and performance will be considered on the basis of the portfolio as a whole and not at an individual security level.
- 2.3 We reserve the right not to open the account if we believe (in our absolute discretion) that the information provided to us indicates that our standard service offering is not suitable for you or that the required investment limits or restrictions, investment objectives and/or risk profile are not compatible with CGWL's standard service offering.
- 2.4 No warranty is given by us to you as to the performance or profitability of any investment purchased or sold by you as a result of our advice. The value of your investments and any income derived from them may fall as well as rise and you may not get back the amount you invested. In particular, the value and performance of your investments may be affected by inflows and outflows from your account which are initiated by you.
- 2.5 Strategies and approaches to investment may differ between CGWL's advisory stockbroking service and its portfolio managed services. Research notes, views and buy/hold/sell recommendations issued for advisory stockbroking clients may not always

be relevant to managed portfolios, and investment strategies employed for managed portfolios may not be relevant to advisory stockbroking clients. You should discuss the relevance of any views and/or recommendations with your investment advisory or portfolio manager.

3. Conflicts of interest

In addition to the conflicts of interest that are set out in the main terms, your attention is drawn to the following:

- 3.1 CGWL may recommend units in a collective investment scheme of which CGWL or an Associate is a manager, investment adviser or custodian.
- 3.2 CGWL may recommend the purchase of a new issue or a rights issue or similar transaction where an Associate is sponsoring or underwriting the transaction.
- 3.3 CGWL may recommend securities which are also selected for purchase in our discretionary managed portfolios. As we are unable to take any action on your account without instruction from you, implementation of such investment recommendations is necessarily longer than for clients under our Discretionary Service. Our policy is not to delay executing investment decisions for discretionary managed clients. Executing trades at different times may result in our discretionary clients obtaining a different price than for clients under our Advisory services, this price may be better or worse.

4. Investment restrictions

Where the nature of the account you hold with us, for example ISA or SIPP, means that you are restricted from purchasing certain securities or types of securities, our advice will take account of those restrictions. We do not accept further client directed investment restrictions on Advisory Stockbroking accounts. If you require us to observe investment restrictions in the advice we provide to you, please consult your Account Executive about our managed services.

5. Confirmations & reporting

- 5.1 Unless we are waiting for a confirmation from a third party, we will dispatch to you, or any agent nominated by you, a contract note to notify you of any transaction executed on your behalf no later than the business day following the day of execution. Where we are waiting for a confirmation from a third party, a contract note will be sent within one business day following receipt of the confirmation from the third party.

- 5.2 Contract notes, in the absence of manifest error, shall be conclusive and deemed acknowledged by you as correct unless notice to the contrary is received by us within three business days of your receipt or we notify you of an error.
- 5.3 The contract note or other confirmation of the transaction we will send you whenever we execute an order will show amounts due to you or from you on the stated settlement date, however, you should be aware that in markets where standard settlement is trade date + 2, you may not receive the contract note prior to the date on which you need to make funds or securities available in your account for settlement.

6. Delegation and use of agents

We may delegate advisory services to an Associate or third party at your specific request or where we consider this to be in your best interests. Where we delegate advisory services under this Agreement we will provide you with at least 30 days' written notice in advance of such delegation taking place. You must notify us within 21 days of receipt of any such notice if you object to the delegation.

7. Retail investment products

7.1 Our services

The FCA requires us to give you the information in this document so that you can decide if our provision of advisory, management and dealing services in Retail Investment Products (as such term is defined in the FCA Rules) is right for you.

Where we provide advice to you in relation to Retail Investment Products, our advice will be 'restricted' and not 'independent'. This is because we do not provide advice in respect of pension or life insurance products. However, we are not tied to any particular product provider.

Subject to the restriction above, when considering Retail Investment Products we will choose from the whole market (that is looking at all suitable investments in the market of the type concerned) and this may include ones where we, or a connected company, are a manager, investment adviser, broker or custodian, provided that, from our analysis, they are among those most suitable for you bearing in mind your stated objective and attitude to risk. You agree that we will not be required to provide you with key features documents or simplified prospectuses relating to any collective investment schemes upon which we may provide advice to you unless you specifically request us to do so.

7.2 Our charges

The FCA requires us to give you information on our advisory charges to enable you to make a comparison with other firms. We will also charge commission on transactions at the rate we would apply to an equity trade as per our published fee sheet (please see our Schedule of Commissions and Charges for details of our advisory charges and dealing commission). Where providers of Retail Investment Products offer us a payment for buying their products we will not take this payment but instead ask that they provide you with an equivalent discounted price. Some providers pay trail commission for funds that continue to be held. We will only accept trail commission where we are providing you with an ongoing advisory service in respect of such funds. Where advice is given prior to or on 31 December 2012 and trail commission is payable, we will only accept such trail commission where permitted to do so under FCA Rules and we will comply with all relevant obligations under such rules. Where advice is given after 31 December 2012, we will not invest in a fund where the manager seeks to pay trail commission to us, except where we deem the relevant fund to be the most suitable to meet your investment objectives, in which case we will return any trail commission to you.

8. Right to cancel

You may cancel our investment advice service without penalty by providing us with 30 days' notice in writing. You must select an alternative service and we will charge you for that service. If you do not select an alternative service we reserve the right to terminate your account in accordance with clause 45 of the main Terms.

9. Inactive accounts

We will contact you periodically about your account. If we do not receive any response from you, in connection with these communications or otherwise, we will be unable to take any action on your account. If we, in our absolute discretion, decide that we no longer have up to date information to enable use to meet our obligations in clause 2, we reserve the right to terminate our advisory portfolio management agreement by providing you with 30 days' notice in writing of our intention.

10. Deceased accounts

Subject to clause 39 in the Terms of Business, in the event we are notified of your death we will be unable to take any action on your portfolio or pay out any assets until we have received an original copy of the grant of probate followed by valid instructions from your executors.

Execution-only stockbroking agreement

This agreement is made between:

1. Canaccord Genuity Wealth Limited ('CGWL' or 'we/'us/'our'); and
2. The account holder/s as named on the Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, the completed Application Form, our most recently published Terms of Business as updated from time to time (Terms of Business), the Risk Warning Notice; the Guide to Risk and Investment; the Schedule of Charges (the Agreement).
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the Terms of Business and anything set out in this supplement, the terms in this supplement shall prevail.
- (c) This agreement replaces any previous agreements or schedules on the same subject matter (without prejudice to any Terms of Business in place between you and CGWL).
- (d) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

It is hereby agreed as follows:

1. The Services we will provide

- 1.1 Subject to our rights to refuse to accept instructions, we will provide dealing and settlement services only in the following investments:
 - (a) shares in UK or foreign companies;
 - (b) debentures, loan stock, bonds, notes, certificates of deposit and other debt instruments, including government and public securities;

- (c) warrants to subscribe for investments falling within (a) or (b) above;
- (d) collective investment schemes in the United Kingdom or elsewhere;
- (e) options on instruments falling within (a) or (b) above, whether on any other investment in this list, on sterling or another currency;
- (f) futures on instruments falling within (a) or (b) above;
- (g) currency forwards;
- (h) spread bets;
- (i) contracts for differences; and
- (j) any other investments we may agree with you from time to time.

1.2 Unless yotherwise agreed, we will not accept instructions in the following:

- (a) warrants (unless you have received the warrant as part of a corporate action);
- (b) options on investments or on sterling or foreign exchange;
- (c) contracts for differences; or
- (d) any other derivative instrument.

1.3 We will not offer you any opinions or advice or comment on the merits or suitability of any particular transaction. We do not act for you in any advisory or investment management capacity. Our services will be limited to the execution of orders in accordance with your instructions. Provision of our services hereunder is also subject to the other terms of this Agreement and to the rules laid down from time to time by our regulatory bodies.

2. Scope of our duties

- 2.1 Our services are provided on an execution only basis and accordingly we have not taken any steps to make ourselves aware of your knowledge and experience of investing attitude to risk, financial circumstances, investment objectives, time horizon and liquidity needs. Thus, we do not act for you in any advisory or investment management capacity whatsoever and you must exercise your own judgment concerning the ultimate suitability of any proposed investment.
- 2.2 It is your responsibility to ensure that transactions entered into with or through us are in accordance with your personal financial circumstances and comply in all respects with any legal or regulatory restrictions which apply to you. Nothing in this Agreement shall imply that we have a duty to provide you with ongoing information in respect of any transaction or any investment.
- 2.3 Where required by Applicable Law, we will ask for information relating to your knowledge and experience of certain types of investment. On the basis of the information provided by you we will warn you if we consider an investment is not appropriate given your knowledge and experience of the particular investment type. For the avoidance of doubt, this requirement does not extend to 'non-complex' investments as defined in the FCA Rules.

3. Confirmations & reporting

- 3.1 Unless we are waiting for a confirmation from a third party, we will dispatch to you, or any agent nominated by you, a contract note to notify you of any transaction executed on your behalf no later than the business day following the day of execution. Where we are waiting for a confirmation from a third party, a contract note will be sent within one business day following receipt of the confirmation from the third party.
- 3.2 Contract notes, in the absence of manifest error, shall be conclusive and deemed acknowledged by you as correct unless notice to the contrary is received by us within three business days of your receipt or we notify you of an error.
- 3.3 The contract note or other confirmation of the transaction we will send you whenever we execute an order will show amounts due to you or from you on the stated settlement date, however, you should be aware that in markets where standard settlement is trade date + 2, you may not receive the contract note prior to the date on which you need to make funds available in your account for settlement.

4. Execution-only trades in advised or managed accounts

These terms will apply to all non-advised, non-managed trades, regardless of the type of account you hold with us.

5. Delegation & use of agents

We may delegate services to an Associate or third party at your specific request or where we consider this to be in your best interests. Where we delegate advisory services under this Agreement we will provide you with at least 30 days' written notice in advance of such delegation taking place. You must notify us within 21 days of receipt of any such notice if you object to the delegation.

6. Deceased accounts

Subject to clause 39 in the Terms of Business, in the event we are notified of your death we will be unable to take any action on your portfolio or pay out any assets until we have received an original copy of the grant of probate followed by valid instructions from your executors.

Individual Savings Account (ISA) including Junior ISA (JISA) agreement

This agreement is made between:

1. Canaccord Genuity Wealth Limited ('CGWL' or 'we'/'us'/'our'); and
2. The account holder/s as named on the completed Application Form ('you' or the 'client').

Recitals

- (a) This Agreement comprises the terms set out in this document, the completed Application Form, our most recently published Terms of Business from time to time (Terms of Business), the Risk Notice and the Schedule of Charges in place between you and CGWL (the Agreement).
- (b) This document is intended to supplement the Terms of Business. In the event of conflict between the terms of any other agreement in place between you and us and these ISA Terms and Conditions, the latter shall prevail in respect of the services we provide to you in relation to the Canaccord Genuity Wealth Management ISA.
- (c) This agreement replaces any previous agreements or schedules on the same subject matter (without prejudice to any Terms of Business in place between you and CGWL).
- (d) Terms defined in the Terms of Business shall have the same meaning where used in this document, unless otherwise defined herein or the context otherwise requires.

1. The scope of the service we provide

- 1.1 The Canaccord Genuity Wealth Management ISA is offered solely to clients of CGWL.

- 1.2 The ISA is provided as a type of account through which the relevant service(s) as set out in the Service Agreement(s) are provided. Our Terms of Business, Custody Agreement and the applicable Service Agreement(s) apply to your ISA.
- 1.3 ISAs are operated by us in accordance with the Individual Savings Account Regulations 1998 as amended (the ISA Regulations) as updated from time to time by HMRC.

2. Cancellation

You have the right to change your mind and cancel your application for a ISA within 14 days from the date that we receive your Application Form (the 'Cancellation Period'). You must do so by providing written notice to us before the expiry of the Cancellation Period. This should be sent to us by post to: 41 Lothbury, London EC2R 7AE. See clause 3 of the Terms of Business for full details of cancellation rights and obligations.

3. Opening your ISA

- 3.1 We will open your ISA on receipt of a validly completed account Application Form which also contains the relevant information required to open a ISA along with the initial subscription. We require a minimum period of 5 Business Days from receipt of the validly completed account Application Form and subscription to open the account. We will not be liable for any loss caused by a delay in opening your account or acting on your instructions where we, in our absolute discretion, have had cause to return the Application Form or the subscription, to confirm any information provided to us, or have been unable to complete our obligations under the Money Laundering Regulations within 5 Business Days.

- 3.2 Subscriptions can only be made to a ISA in accordance with the annual subscription allowances as published by HMRC and updated from time to time.
- 3.3 If you transfer your ISA to us and your previous ISA or ISA Manager has held your ISA components as separate ISAs for each subscription year or type, we will merge them into one ISA. We will be unable to de-merge them at a later date.
- 3.4 Dividends, income tax reclaims and interest held for distribution on a 3 monthly basis will be held in a separate income account and will not earn interest.

4. Subscriptions and limits

- 4.1 Subscriptions can be made in cash or qualifying shares. You should be aware that transfers of certain securities, particularly collective investment schemes, can take some time. CGWL accepts no liability in respect of losses arising from the time taken to transfer securities into a ISA.
- 4.2 Unless there is a break between your subscriptions which lasts for a whole tax year, applications remain valid for subscriptions made in the next and consecutive tax years. Where a break between subscriptions lasts for a whole tax year, you must make a new application before subscriptions can begin again.
- 4.3 Where you transfer shares from a qualifying share scheme in accordance with the time limits set out in the ISA Regulations, the aggregate market value of the shares at the date of the transfer, together with any other subscription(s) already made within the tax year must not exceed your annual subscription limit.

4.4 Further instalments for nil paid or part-paid shares must be paid for from funds within your ISA.

5. Eligible Investments

The ISA Regulations as amended from time to time restrict the types of securities that may be held within a ISA. Where your ISA is subject to our Discretionary Portfolio Management, Advisory Portfolio Management or Advisory Stockbroking Service Agreement, CGWL will not invest in or recommend investment in (as applicable) any securities which are not eligible for inclusion in a ISA. Where your ISA is held under our Execution Only Stockbroking service, or where you direct us to undertake a transaction on which we have not advised you, CGWL accepts no liability for any loss or other consequence arising from holding an ineligible asset in your ISA.

6. Corporate events

Subject to clause 6 of the Custody Agreement, we will implement corporate events in a manner consistent with the the ISA Regulations. Where participation in a corporate event would require the application of additional funds, the amounts required must be met from within your ISA unless an additional subscription can be made within the limit for the current tax year.

7. Transferring other ISAs to us

- 7.1 You can transfer your entire ISA, or part thereof, and the associated rights and duties.
- 7.2 Any transfer instruction must be made in writing using the correct transfer application form.
- 7.3 If your existing ISA includes investments not permitted in our ISA, including Collective Investment Schemes, we will ask your existing ISA manager to sell them and arrange the transfer of the cash proceeds to us.
- 7.4 Any dividend, tax reclaim, interest or cash balance received from the old ISA manager will be added to the account.
- 7.5 To partially transfer ISAs to us, you will need to specify whether the transfer is for the current tax year or a previous tax year. You will also need to state exactly what cash or investments are being transferred. We will liaise with the other ISA manager and advise you if the transfer cannot be carried out.
- 7.6 The current year's ISA subscription must be transferred in full and, if only previous years are to be transferred, the full subscription value of the current year's subscription must remain with the old ISA manager.

7.7 We will only commence the transfer of ISAs to us if we have received a valid transfer form.

7.8 We will endeavour to complete the transfer process as quickly as possible; however, we cannot be held responsible for delays by other ISA managers and Transfer Agents.

7.9 Please note that your existing ISA manager may levy an exit charge on transfer and transaction fees may be payable if the transfer requires the sale of investments held in your ISA.

7.10 Please note that if your ISA investments are sold there will be a period during which your ISA is held in cash. You understand and accept that while your ISA is held in cash there may be a potential loss of income or growth if the stock market rises. The opposite may be true if the stock market falls.

8. Transferring your ISA to another ISA manager

- 8.1 You can transfer your entire ISA or part thereof to another ISA manager.
- 8.2 If you choose to transfer just your previous years' ISA subscription(s), these can be transferred in part or in full, by specifying the amount or investments to be transferred. You can transfer all of the current year's ISA subscription, the investments bought with those subscriptions and any income arising on those investments (the current year's account) and/or some or all of the previous years' subscriptions, the investments bought with those subscriptions and any income arising on those investments (the prior years' account). Where you have subscribed in both the tax year of transfer and a previous year, your investments may have been merged. In this case, if you wish to transfer only previous year(s) investments, you must leave an amount in your ISA equal to the current year's ISA subscription. ISA transfers are subject to our published charges.
- 8.3 The transfer process will begin after receipt of completed documentation and payment of any applicable charges.
- 8.4 We will try to complete the transfer process as quickly as possible following the receipt of the completed documentation and payment of applicable charges, however, we cannot be held responsible for delays on the part of other ISA managers and Transfer Agents.

8.5 We will liaise with the other ISA manager and advise you if the transfer cannot be carried out.

8.6 Dividends and interest received by us on your behalf after the transfer will be paid out to the new ISA manager towards the end of the month, if there is over £100. Sums under £100 will be retained until other dividends or interest are received. At the end of the month, 4 months after the last security has been sold/transferred, all sums over £10 will be paid out to the new ISA manager, provided they will accept such sums while sums under £10 or amounts that the new ISA manager will not accept will be given to charity, unless you specifically request them. No interest will be paid on any funds received after closure.

9. Withdrawals from your ISA

The CGWL ISA is flexible, this means that you are able to withdraw and replace funds in your ISA within the same tax year up to the maximum prescribed ISA limit. Replacement payments do not count towards your annual subscription limit (Unless you pay back in more than you have previously withdrawn). Should you wish to liquidate and withdraw any assets in your ISA which you do not intend to replace withdrawals are treated as capital for the purposes of the ISA regulations.

10. CGWL ceasing to act as an ISA manager

If we intend to cease to act as an ISA manager we will inform you in writing at least 60 days prior to ceasing to do so and outline how to transfer the ISA in accordance with the ISA Regulations.

11. General

We will tell you if your ISA has, or will, become void because we have failed to comply with the ISA Regulations. If you fail to comply with the Regulations, we will make a charge to you for voiding the ISA in accordance with our published charges.

Junior Individual Savings Account (JISA)

1. Junior Individual Savings Account

- 1.1 The CGWM JISA is offered solely to clients of CGWL who wish to open a JISA on behalf of an eligible child.
- 1.2 The JISA is provided as a type of account through which the relevant service(s) as set out in the Service Agreement(s) are provided. Our Terms of Business, Custody Agreement and the applicable Service Agreement(s) apply to the JISA.
- 1.3 JISAs are operated by us in accordance with the Individual Savings Account Regulations 1998 as amended (the ISA Regulations) as updated from time to time by HMRC.
- 1.4 In the event of conflict between the terms of any other agreement in place between you and us and these JISA Terms and Conditions, the latter shall prevail in respect of the services we provide to you in relation to the Canaccord Genuity Wealth Management JISA.

2. The account holder

- 2.1 The JISA must be in the name of the child and opened by a CGWL Account holder.
- 2.2 The JISA investments shall be held for the beneficial ownership of the child.

3. The registered contact

- 3.1 The registered contact is the person (referred to as 'you' or 'your') who can legally enter into an agreement with CGWL on behalf of the child, agree the terms and conditions under which the JISA will operate and give instructions to us for the management of the account. There can be only one registered contact for the JISA at any one time and any application to change the registered contact should be notified to us in advance for our approval (on the appropriate form that we can provide to you if required).
- 3.2 It is not possible to operate a JISA under a Power of Attorney.

4. Cancellation

You have the right to change your mind and cancel your application for a JISA within 14 days from the date that we receive your Application Form (the Cancellation Period). You must do so by providing written notice to us before the expiry of the Cancellation Period. This should be sent to us by post to: 41 Lothbury, London EC2R 7AE. See clause 3 of the Terms of Business for full details of cancellation rights and obligations.

5. Opening a JISA

- 5.1 We will open a JISA on receipt of a validly completed account Application Form which also contains the relevant information required to open a JISA along with the initial subscription. We require a minimum period of 5 Business Days from receipt of the validly completed account application form and subscription to open the account. We will not be liable for any loss caused by a delay in opening your account or acting on your instructions where we, in our absolute discretion, have had cause to return the Application Form or the subscription, to confirm any information provided to us, or have been unable to complete our obligations under the Money Laundering Regulations within 5 Business Days.
- 5.2 Subscriptions can only be made to a JISA in accordance with the annual subscription allowances as published by HMRC and updated from time to time;
- 5.3 If you transfer a JISA to us and your previous JISA Manager has held separate JISAs for each subscription year, we will merge them into one JISA. We will be unable to de-merge them at a later date.
- 5.4 Dividends, income tax reclaims and interest held for distribution on a 3 monthly basis will be held in a separate income account and will not earn interest.

6. Subscriptions and limits

- 6.1 The minimum subscription amount is the prevailing annual subscription allowance (we do not accept monthly subscriptions or amounts below the annual minimum). In future tax years, the minimum additional amount that may be subscribed is the prevailing annual subscription allowance.
- 6.2 Under the JISA rules, a subscription to the JISA is counted as a gift and cannot be returned to the subscriber.
- 6.3 Subscriptions can be made in cash or in qualifying shares. You should be aware that transfers of certain securities, particularly collective investment schemes, can take some time and will not be entirely within the control of CGWL. CGWL accepts no liability in respect of losses arising from the time taken to transfer securities into a JISA.

- 6.4 Unless there is a break between subscriptions which lasts for a whole tax year, applications remain valid for subscriptions made in the next and consecutive tax years. Where a break between subscriptions lasts for a whole tax year, you must make a new application before subscriptions can begin again.

7. Eligible investments

The ISA Regulations as amended from time to time restrict the types of securities that may be held within a JISA. Where the JISA is subject to our Discretionary Portfolio Management, Advisory Portfolio Management or Advisory Stockbroking Service Agreement, CGWL will not invest in or recommend investment in (as applicable) any securities which are not eligible for inclusion in a JISA. Where the JISA is held under our Execution Only Stockbroking service, or where you direct us to undertake a transaction on which we have not advised you, CGWL accepts no liability for any loss or other consequence arising from holding an ineligible asset in the JISA.

8. Corporate events

Subject to clause 6 of the Custody Agreement, we will implement corporate events in a manner consistent with the ISA Regulations. Where participation in a corporate event would require the application of additional funds, the amounts required must be met from funds held within the JISA.

9. Transferring other JISAs to us

- 9.1 You can transfer your entire JISA, or part thereof, and the associated rights and duties.
- 9.2 Any transfer instruction must be made in writing using the correct transfer application form.
- 9.3 If your existing JISA includes investments not permitted in our JISA, including Collective Investment Schemes, we will ask your existing JISA manager to sell them and arrange the transfer of the cash proceeds to us.
- 9.4 Any dividend, tax reclaim, interest or cash balance received from the old JISA manager will be added to the dealing account.
- 9.5 To partially transfer JISAs to us, you will need to specify whether the transfer is for the current tax year or a previous tax year. You will also need to state exactly what cash or investments are being transferred. We will liaise with the other JISA manager and advise you if the transfer cannot be carried out.

- 9.6 The current year's JISA subscription must be transferred in full and, if only previous years are to be transferred, the full subscription value of the current year's subscription must remain with the old JISA manager.
- 9.7 We will only commence the transfer of JISAs to us if we have received a valid transfer form.
- 9.8 We will endeavour to complete the transfer process as quickly as possible; however, we cannot be held responsible for delays by other JISA managers and Transfer Agents.
- 9.9 Please note that your existing JISA manager may levy an exit charge on transfer and transaction fees may be payable if the transfer requires the sale of investments held in your JISA.
- 9.10 Please note that if your JISA investments are sold there will be a period during which your JISA is held in cash. You understand and accept that while your JISA is held in cash there may be a potential loss of income or growth if the stock market rises. The opposite may be true if the stock market falls.

10. Transferring your JISA to another JISA manager

- 10.1 You can transfer your entire JISA or part thereof to another JISA manager.
- 10.2 If you choose to transfer just your previous years' JISA subscription(s), these can be transferred in part or in full, by specifying the amount or investments to be transferred. You can transfer all of the current year's JISA subscription, the investments bought with those subscriptions and any income arising on those investments (the current year's account) and/or some or all of the previous years' subscriptions, the investments bought with those subscriptions and any income arising on those investments (the prior years' account). Where you have subscribed in both the tax year of transfer and a previous year, your investments may have been merged. In this case, if you wish to transfer only previous year(s) investments, you must leave an amount in your JISA equal to the current year's JISA subscription. JISA transfers are subject to our published charges.
- 10.3 The transfer process will begin after receipt of completed documentation and payment of any applicable charges.

- 10.4 We will try to complete the transfer process as quickly as possible following the receipt of the completed documentation and payment of applicable charges, however, we cannot be held responsible for delays on the part of other JISA managers and Transfer Agents.
- 10.5 We will liaise with the other JISA manager and advise you if the transfer cannot be carried out.
- 10.6 Dividends and interest received by us on your behalf after the transfer will be paid out to the new JISA manager towards the end of the month, if there is over £100. Sums under £100 will be retained until other dividends or interest are received. At the end of the month, 4 months after the last security has been sold/transferred, all sums over £10 will be paid out to the new JISA manager, provided they will accept such sums while sums under £10 or amounts that the new JISA manager will not accept will be given to charity, unless you specifically request them. No interest will be paid on any funds received after closure.

11. Withdrawals from a JISA

Subject to payment of outstanding Charges, you may liquidate and withdraw any assets in your JISA at any time. Withdrawals are treated as capital for the purposes of the ISA Regulations, and cash will be remitted to your Nominated Bank Account within 3 Business Days of those instructions or our receipt of the proceeds of sale, whichever is later.

12. Closing the JISA

- 12.1 A JISA can only be closed on the child reaching their 18th birthday, on direct instruction from HMRC or on the death of the child (where the investments will become part of the child's estate).
- 12.2 On the event of the child's 18th birthday the JISA will automatically become an ISA where the normal ISA rules will apply regarding subscriptions and withdrawals. We will require the child to open an account with CGWL subject to our Terms of Business and the relevant Service Agreement(s). Where the child does not wish to do so, we will require instructions to terminate or transfer the account within 90 days of the child's 18th birthday. If such instructions are not forthcoming, we reserve the right to terminate the account in accordance with our Terms of Business.

- 12.3 In the event of a child's death, we will accept instructions to sell or transfer investments from the personal representatives of the estate. Proceeds of sale will be returned to the personal representatives (following deductions of any charges).
- 12.4 We reserve the right to close the JISA if/when the value becomes NIL.

13. CGWL ceasing to act as an JISA manager

If we intend to cease to act as an JISA manager we will inform you in writing at least 60 days prior to ceasing to do so and outline how to transfer the JISA in accordance with the ISA Regulations.

14. General

Your CGWL JISA will be administered in accordance with HMRC ISA Regulations as updated from time to time. In the event of a conflict between these Terms and the ISA Regulations, the ISA Regulations will prevail.

Order execution policy

Under the EU Markets in Financial Instruments Directive (MiFID and MiFID II) and the rules of our regulator, the Financial Conduct Authority which implements the Directive, we are required to put in place an order execution policy and to take all sufficient steps to obtain the best possible result for our customers either when executing customer orders or when receiving and transmitting orders for execution. The purpose of this document is to provide information on our Order Execution Policy.

This Policy applies in respect of orders executed on behalf of Canaccord Genuity Wealth Limited's ('CGWL') retail and professional clients. The basis on which those orders are then executed by CGWL is as set out in this Policy.

CGWL agrees, when executing orders on behalf of clients, to obtain the best possible result after taking into account the various components of the transaction. This Policy sets out the execution factors and the primary execution venues CGWL will use when executing orders.

1. Obtaining the best possible result

Subject to any specific instructions that may be given by you, when executing orders on your behalf, CGWL will take all sufficient steps to obtain the best possible result for clients using its judgement and experience in light of market information available to it and taking into account the Execution Criteria and Execution Factors listed below. We may either execute orders directly, or use a third party to execute orders on our behalf.

2. Execution criteria

When executing an order on behalf of clients, CGWL will take into account the characteristics of:

- (a) the client;
- (b) the order;
- (c) the financial instruments that are the subject of the order; and
- (d) the execution venues to which the order can be directed.

3. Execution factors

- 3.1 CGWL has assigned the following descending level of importance to the following factors which it will take into account when executing an order.
 - (a) Price
 - (b) Size
 - (c) Likelihood of settlement
 - (d) Cost of execution
 - (e) Speed of execution
- 3.2 The primary factor when considering execution is price. The likelihood of settlement will also have a high importance in the execution process so CGWL is not likely to deal with counterparties or use execution venues where it believes that settlement will not take place. In some circumstances, for some orders, financial instruments or orders, CGWL may determine that the relative importance assigned to the above execution factors will need to change in order to obtain the best possible result for clients.

4. Execution and trade venues

- 4.1 In the absence of specific instructions, CGWL will generally execute orders in relation to the following asset classes as detailed below. However, it may place orders using electronic means where, at the time of placing, it will not be aware of the venue.

The venues that we place significant reliance upon can be found below. The list of execution venues from time to time may be updated; you will not be notified separately of any changes to these venues.
- 4.2 Some of these venues are accessed via a third party broker including affiliate brokers.
- 4.3 This list of venues is not exhaustive. CGWL may, on occasion, use other venues if it believes that it is in the best interests, as far as the overall result is concerned, of clients to do so. A list of our top five venues will be published on an annual basis on our website, the first

UK shares (and dual listed shares whose primary listing is in the UK)

We trade with all LSE members to access the relevant liquidity pools. CGWL may also deal with firms that are members of a recognised exchange but will be acting as Systematic Internalisers and such trades will be treated as Over the Counter (OTC) transactions.

Fixed Income

NCL, Guy Butler, Winterflood Securities, RBS, HSBC, Morgan Stanley, Nomura, Goldman Sachs, Lloyds, Barclays, RBC, Citigroup, Deutsche Bank, JP Morgan, UBS, Jefferies, RIA, Canaccord Genuity Ltd

Derivatives

ADM Securities

Funds

Clearstream, Allfunds

Exchange Traded Products (ETFs, ETCs)

Winterflood Securities, Canaccord Genuity Ltd, London Stock Exchange, Peel Hunt, Susquehanna, Flowtraders

Structured Products

Barclays, Morgan Stanley, Credit Suisse, Societe Generale, Deutsche Bank

Overseas Securities

Canaccord Genuity Ltd, Winterflood Securities, ING Bank, CLSA

publication taking place in April 2018.

4.4 Some bond products may be executed OTC (Over the Counter).

4.5 **Please note, should you give CGWL specific instructions as to the execution of an order to undertake on your behalf, CGWL will execute the order strictly in accordance with those specific instructions. This may prevent CGWL from taking the steps set out in this Policy to obtain the best possible result for the execution of that order. Where your specific instructions relate only to part of an order, CGWL will continue to apply this Policy to that part of the order not covered by those specific instructions.**

5. Reception and transmission of orders

Subject to any specific instructions that may be given by you (see above), we may transmit an order that we receive from you to another entity within the Canaccord Genuity group of companies (of which we are a member) or to an external entity, such as a third party broker, for execution. In doing so, we must act in your best interests and consider the Execution Factors and Execution Criteria above.

6. Aggregation of client orders

We may aggregate your orders with other client orders where we feel it is necessary to do so in order to obtain the fairest overall result for all clients involved, for example in the case of placings and IPOs, or where we are executing client orders in bulk. We have an allocation policy in place to ensure that fair treatment is given to all client orders in such instances.

7. Market hours

We will only accept client orders during our official working hours of 7.30 to 17.00 on UK trading days. Market hours may of course differ from these, depending on the asset being traded.

8. Limit orders

- 8.1 The rules of the Financial Conduct Authority (our regulator) require that unexecuted client 'limit orders' on a Regulated Market are made public immediately unless the client expressly instructs otherwise.
- 8.2 **By consenting to this Policy you are expressly instructing CGWL not to make such limit orders public unless CGWL believes that by doing so, it will be to your advantage.**

9. Monitoring

CGWL will monitor the effectiveness of and its compliance with this Policy.

10. Review

- 10.1 CGWL will review at least annually its order execution arrangements and this Policy, and whenever a material change occurs that affects its ability to continue to obtain the best possible result for clients it will adjust them accordingly.
- 10.2 CGWL will notify you of any material changes to these execution arrangements or this order Policy. Such notifications may be by means of our website.

11. Consent

By consenting to this Policy, you are giving CGWL your express consent to execute your orders outside a Regulated Market or Multi-lateral Trading Facility such as Systematic Internalisers or Organised trading Facilities where CGWL believes that doing so will achieve the best overall result for a client. You will be deemed to consent to this policy when you give CGWL an order to execute a transaction.

Australia

Canada

Guernsey

Isle of Man

Jersey

United Kingdom

Canaccord Genuity Wealth Limited is authorised and regulated by the Financial Conduct Authority, and is a wholly owned subsidiary of Canaccord Genuity Group Inc. Registered office: 41 Lothbury, London, EC2R 7AE. Registered in England & Wales no.03739694.

The company of the Canaccord Genuity group of companies through which products and services are offered may differ by location and service. See www.canaccordgenuitygroup.com/en/companies for more information.