

DISCRETIONARY & MANAGED INVESTMENT SERVICES TERMS & CONDITIONS



JULY 2017

THESE TERMS

These Terms and Conditions ('**Terms**') are important as they set out the scope of the services provided by us, Seven Investment Management LLP ('**7IM**'), and (with regard to custody, settlement and associated services) by Pershing Securities Limited. The Terms contain legally binding obligations. You should read these Terms carefully and please contact us or your Financial Adviser if you have any questions.

DEFINITIONS

In these Terms:

'**7IM**' means Seven Investment Management LLP;

'**7IM Agreement**' means your signed account opening documentation, these Terms and the Fees and Charges, as amended from time to time in accordance with these Terms;

'**7IM Discretionary Service**' means the service provided by 7IM as described in '**The 7IM Discretionary Service**' section of these Terms;

'**7IM Fund**' means an authorised fund which is managed by 7IM;

'**7IM Managed Investment Service**' means the service provided by 7IM as described in '**The 7IM Managed Investment Service**' section of these Terms;

'**7IM Model Portfolio**' means a model portfolio of investments which is created, managed and maintained by 7IM;

'**7IM Web Service**' means our website at www.7im.co.uk and any other website or web service or application (including but not limited to our '7IMagine' mobile application) provided by 7IM to which we may grant you (or any of your Authorised Users) or your Financial Adviser access;

'**Authorised User**' means anyone you have authorised to access any of your portfolios through any 7IM Web Service, as notified to us from time to time;

'**Base Rate**' means the base rate of the country central bank applicable for the GBP, EUR or USD currency, as relevant;

'**Business Day**' means any day on which the London Stock Exchange is open for trading;

'**Eligible Custodian**' means a third party custodian (or its Nominee Company) who Pershing selects under FCA Rules to register your investments with;

'**FATCA**' means the Foreign Account Tax Compliance Act provisions of the United States

Hiring Incentives to Restore Employment Act;

'**FCA**' means the United Kingdom's Financial Conduct Authority, or any other regulatory body which assumes its responsibilities from time to time;

'**FCA Rules**' means the rules of the FCA as set out in the Financial Services Handbook (<http://fshandbook.info/FS/html/handbook>), as amended, supplemented or replaced from time to time;

'**Fees and Charges**' means the current applicable schedule of fees and charges for our services provided to you;

'**Financial Adviser**' means any financial adviser firm appointed to act on your behalf, as notified to us from time to time;

'**HMRC**' means HM Revenue & Customs;

'**ISA**' means an Individual Savings Account;

'**JISA**' means a Junior ISA;

'**Nominee Company**' means a company which is used solely for holding investments separately and which does not carry on any other business;

'**Pershing**' means Pershing Securities Limited;

'**Pershing Agreement**' means the agreement with Pershing entered into by 7IM for itself and on your behalf acting as your agent and under which Pershing will provide custody, settlement and other associated services, as amended from time to time;

'**Security Details**' means any user name, password or other security details provided by 7IM to you or any of your Authorised Users in order to access any 7IM Web Service;

'**Terms**' means these Terms and Conditions;

'**we**', '**us**' or '**our**' refers to 7IM; and

'**you**' or '**your**' refers to the client who has received these Terms.

OUR SERVICES

This section:

- firstly, describes the different services we provide to clients and, if you have a Financial Adviser, explains the different roles and responsibilities of us and of your Financial Adviser. The different services are:
 - the 7IM Managed Investment Service;
 - the 7IM Discretionary Service;
- secondly, sets out general matters to be taken into account regarding our services. These general matters are:
 - advice;
 - execution only dealing;
 - investment restrictions for tax wrapper products;
 - sharing information with your Financial Adviser;
 - direct contact where you have an appointed Financial Adviser;
 - portfolios.

It is very important indeed that you understand our services, their scope and limitations. If you are at all unsure about the nature of the services we are providing, please contact us or your Financial Adviser.

THE 7IM MANAGED INVESTMENT SERVICE

The Service

This service provides access to:

- a range of authorised funds managed by 7IM – we refer to these as ‘**7IM Funds**’;
- our model portfolios, which comprise portfolios of investments created, managed and maintained by 7IM – we refer to these as our ‘**7IM Model Portfolios**’.

7IM Funds

Each 7IM Fund has a Prospectus which contains full details of its investment objectives and risk profile together with its operating characteristics. 7IM Fund prospectuses are available on our website at www.7im.co.uk, and may also be requested from your 7IM relationship manager or your Financial Adviser.

7IM Model Portfolios

Each 7IM Model Portfolio comprises a portfolio of investments selected by 7IM using asset allocations designed to represent particular investment objectives and risk profiles and to reflect prudent diversification.

We review the 7IM Model Portfolios periodically and may instruct changes or a rebalancing with the aim of continued alignment of the 7IM Model Portfolio with the particular investment objective and risk profile underlying its composition, but there is no guarantee that the objective will be achieved.

The published performance of a 7IM Model Portfolio and the performance of your investment in the 7IM Model Portfolio may differ. This can be due to a number of factors, including:

- the timing of your investment;
- minimum transaction size limits;
- limited liquidity of investments within the 7IM Model Portfolio;
- failed trades;
- the realisation of assets or redemptions of investments within the 7IM Model Portfolio.

Please be aware that we can withdraw a 7IM Model Portfolio at any time.

Our relationship with your Financial Adviser

Our 7IM Managed Investment Service is available only to those clients who have a financial adviser. Your Financial Adviser will act as your agent in dealings with us in relation to the 7IM Managed Investment Service. With regard to your Financial Adviser:

- your Financial Adviser will be responsible for instructing us to open a 7IM Managed Investment Service account for you and choosing, on your behalf, from the range of 7IM Funds and 7IM Model Portfolios depending on your investment objectives and attitude to risk as agreed between you and your Financial Adviser;
- you confirm and undertake to us that your Financial Adviser has your authority to give instructions to us on your behalf regarding the 7IM Managed Investment Service, and you direct us to implement those instructions;
- you acknowledge that our role is simply to implement the instructions we receive from your Financial Adviser;
- your Financial Adviser will be responsible for advising you regarding the selection for you of investments within the 7IM Managed Investment Service and their initial and ongoing suitability for you;
- your Financial Adviser will have continuing access to your account information, including full details of your investments and transactions. Your Financial Adviser is responsible, as your agent and on your behalf, for monitoring your investments and giving us instructions regarding them. This role includes ensuring that all trade details are correct when giving us instructions, responsibility for giving us instructions as to how and when any cash transferred to your account from time to time is to be invested, checking that instructions given to us have been carried out correctly, and giving us instructions in the event of any failed trades that may occur when (for example, but not limited to) your investment in a 7IM Model Portfolio is rebalanced to the relevant 7IM Model Portfolio or any required trade amendments.

In summary, under the 7IM Managed Investment Service:

- your Financial Adviser is responsible for the initial and ongoing assessment of the suitability of the 7IM Managed Investment Service and investments for you, and giving us instructions from time to time on your investments. We do not assess suitability of either our service or investments for you – we simply implement the instructions of your Financial Adviser;
- apart from acting on the instructions of your Financial Adviser, our role is to manage the 7IM Funds and the 7IM Model Portfolios.

What if you end your relationship with your Financial Adviser?

The 7IM Managed Investment Service is only available through financial advisers who are registered with us to use the service. If you end your relationship with your Financial Adviser:

- you must tell us immediately;
- if you appoint a new Financial Adviser, they will need to register with us to use the service (unless they are already registered) and we retain the right to decline any new application to use our services;
- if you do not have a Financial Adviser registered with us and with authority to act on your behalf, we may suspend dealings in your portfolio and cannot be responsible for losses that result;
- we may have to transfer your portfolios to another service or close your account, and you should bear in mind that any third party to whom you instruct us to transfer your assets may charge you for the transfer.

THE 7IM DISCRETIONARY SERVICE

The Service

For portfolios managed by us under the 7IM Discretionary Service:

- we will manage your portfolio on a discretionary basis with full authority in our absolute discretion to make investment decisions on your behalf;
- we will exercise our discretionary authority in accordance with an investment objective and risk profile agreed with you. You will have received a personal investment proposal based on the information given to us regarding your risk preferences and investment objectives. We will contact you or your Financial Adviser periodically to review and if necessary update your investment objectives and risk profile, and to review the performance of your portfolio;
- if either your circumstances or your views change and you wish to amend either your risk preferences or investment objectives, you (or your Financial Adviser on your behalf) should contact your 7IM relationship manager to discuss this as soon as possible. Any such change will not impact any transactions already entered into, which you will continue to be bound by;
- we will aim to manage your portfolio in accordance with the agreed objective but there is no guarantee that the objective will be achieved;
- we may be advised on your portfolio by other managers or delegate discretionary management of your portfolio to other managers. We will only employ other managers, advisors, sub-contractors, agents or associates if we are satisfied that they are competent to make investment decisions on your behalf.

In summary, under the 7IM Discretionary Service:

- your Financial Adviser, if you have one, will be responsible for advising you that the 7IM Discretionary Service meets your needs as a type of investment service;
- if you do not have a Financial Adviser, we will assess whether the 7IM Discretionary Service meets your needs as a type of investment service;
- we are responsible for assessing the suitability of the composition of the discretionary portfolio based on your individual circumstances (your Financial Adviser may provide information which we use in assessing suitability).

Managed out portfolios

Clients may decide to transfer to us existing holdings of investments for these investments to be sold and the sale proceeds invested in accordance with the investment strategy agreed with you for your 7IM Discretionary Service portfolio. We describe holdings transferred to us in these circumstances as a 'managed out' portfolio. With regard to managed out portfolios:

- we will sell these investments over a period of time and at our discretion without consulting you;
- we will sell these investments in line with a number of criteria, including:
 - your instructions to us regarding the use of capital gains tax exemptions or other tax planning; however, please bear in mind that we do not provide tax advice and that it may not always be possible, or necessarily in your interest, to use exemptions and you authorise us to use our discretion;
 - the size or composition of the holdings;
 - the liquidity of holdings.

To enable us to act efficiently we will need accurate information to be supplied, particularly in respect of the book cost of holdings that you are transferring to us.

Please be aware that, during the 'managing out' process, your overall portfolio of investments with 7IM (your managed out portfolio and other investments looked at together) may have a

higher or lower level of risk than we would recommend based on your agreed risk profile and investment objectives. We are not responsible for the level of risk or performance of holdings we have agreed to 'manage out' whilst we restructure them into your recommended 7IM strategy.

If, however, you have stipulated that you would like to keep any existing holdings that you have transferred to your 7IM account, we will require you to hold these investments within a separate execution only portfolio. It is important that you understand that you will be responsible for the investment decisions in relation to these holdings, and you should please read the '**Execution only dealing**' section of these Terms for further information.

GENERAL MATTERS TO TAKE INTO ACCOUNT REGARDING OUR SERVICES

Advice

We may in the course of providing you with the 7IM Discretionary Service provide you with advice in relation to the merits of a particular investment being held within your 7IM Discretionary Service portfolio.

In addition, if we agree to do so and when requested by you we may, on a one-off or occasional basis, provide you with investment advice on individual investments which do not form part of a 7IM Discretionary Service portfolio. If you do seek such one-off investment advice from us, please bear in mind that although the advice we provide will be suitable and appropriate at the time it is provided:

- one-off advice to purchase specific investments may have been based on your instructions to us to devise a strategy for the short term, and it may not be appropriate for you to hold such investments for the medium or long term;
- your circumstances may change and the advice may need to be reviewed and updated (a review or update will only be carried out when you, on your own initiative, instruct us to do so);
- where we have provided you with one-off advice, we do not (unless we have agreed to the contrary in writing) accept responsibility for advising you on the continued suitability of individual investments which do not form part of a 7IM Discretionary Service portfolio.

Any advice which we provide is 'restricted advice' under the regulatory definition of that term. This is because our investment services are predicated on the use of 7IM Funds and 7IM Model Portfolios, and we will not therefore generally assess the products of other providers other than through our role as investment manager. We do not provide advice on financial planning matters such as taxation, pension and life assurance arrangements.

Execution only dealing

We may from time to time accept instructions to deal in investments without advice being provided. This is subject to our consent in each case. With regard to execution only dealing:

- we will take instructions from you or (if applicable) your Financial Adviser;
- you or (if applicable) your Financial Adviser may exchange views on investments with your 7IM relationship manager but we will not provide any specific investment advice;
- any investment decisions taken by you, or (if applicable) your Financial Adviser on your behalf, are entirely a matter for you or your Financial Adviser and we are not responsible for them;
- our role is confined to carrying out instructions received on an execution only basis, without providing advice (investment or tax advice) and without assessing suitability or

appropriateness for you;

- we may decline to carry out your instructions for any reason. One reason would be that you do not have a Financial Adviser and that you instruct us in relation to an investment which is regarded as 'complex' under regulatory rules (in these circumstances we would be obliged to assess the appropriateness of the investment for you and we may not have sufficient information to enable us to carry out an appropriateness assessment).

Investment restrictions for tax wrapper products

Please bear in mind that when we provide a service where you or your Financial Adviser (as applicable) are responsible for investment decisions, we will not check whether instructions we receive comply with any particular wrapper product investment restrictions. Failure to comply with any applicable restrictions may give rise to tax charges, penalties, costs, liabilities and other losses, and these may exceed the value of the relevant account. You acknowledge that you, or your Financial Adviser if applicable, should carry out the necessary due diligence.

Sharing information with your Financial Adviser

If you have appointed a Financial Adviser, we will share (and you so authorise us to share) information about your portfolios with your Financial Adviser. We may rely on and act on any instruction or communication received from your Financial Adviser on your behalf, and whether or not the authority of your Financial Adviser has been revoked unless and until we have received written notice of such revocation. If you end your relationship with your Financial Adviser or change your Financial Adviser, please ensure that you notify us as soon as possible.

Direct contact where you have an appointed Financial Adviser

Although your principal relationship may be with your Financial Adviser, we reserve the right to contact you for any purpose in connection with our or Pershing's agreement with you. You acknowledge that such contact may be necessary to enable us to provide our services to you in accordance with these Terms. By making contact with you, we do not accept responsibility for any suitability or other obligations that may be owed to you by your Financial Adviser.

Portfolios

Once you have opened an account for our services, we may open different types of portfolios for you depending on the services we provide to you. When we do this, we will not ask you to sign new account opening documentation but will discuss this with you or your Financial Adviser (as applicable) and confirm the new portfolio details when opened.

AGREEMENTS

Your agreement with 7IM

By signing your account opening documentation, you are agreeing to these Terms. Your signed account opening documentation incorporates these Terms and the Fees and Charges, which together constitute the legal contract between you and 7IM (the '**7IM Agreement**'), which comes into effect from the date that we accept your completed account opening documentation.

Your agreement with Pershing

We have entered into an agreement with Pershing Securities Limited ('**Pershing**'), under which Pershing provides clearing and settlement, safe custody and other associated services to our clients in order to settle the investment transactions we execute or arrange on their behalf and to hold the related investments and cash (the '**Pershing Agreement**'). When we

consider it necessary or desirable, we may agree with Pershing that it will also provide us with other services under the Pershing Agreement, such as investment dealing services. The Pershing Agreement covers both 7IM and you as one of our clients.

By accepting these Terms, you agree that:

- 7IM is, for the duration of these Terms, appointed as your agent with the authority to enter into and vary the Pershing Agreement on your behalf;
- there is a contract between you and 7IM, and also a contract between you and Pershing – as a result, you will be bound by the terms of both the 7IM Agreement and the Pershing Agreement, and so that you can understand your rights and obligations in relation to the Pershing Agreement, the main terms of the Pershing Agreement which affect you are summarised in these Terms;
- we may give instructions to Pershing on your behalf (as provided for in these Terms) and provide information about you to Pershing in connection with such instructions, and Pershing is entitled to rely on any such instructions or information without making any further checks or enquiries; and
- Pershing is authorised to hold cash and investments on your behalf, and to transfer cash and investments from your account to meet your settlement or other obligations to Pershing.

Commencement

When we receive your completed account opening documentation, we will (subject to what follows) open an account for you. Please be aware that account applications are subject to verification of your status and identity, and we reserve the right not to accept an application to open an account. Pershing also reserves the right to refuse to hold any investments for you. We will inform you if we or Pershing are not able to provide our services to you, together with the reasons for this unless prevented from doing so because of any legal or regulatory constraint.

As a condition of accessing our services, you agree to provide us with all information which we reasonably request; in particular, you must notify us in writing as soon as possible of any change of tax status or other material change in circumstance.

REGULATORY STATUS

Seven Investment Management LLP is authorised and regulated by the United Kingdom's Financial Conduct Authority with registration number 589124. Member of the London Stock Exchange. Registered office: 55 Bishopsgate, London EC2N 3AS. Registered in England and Wales, number OC378740.

Pershing Securities Limited is authorised and regulated by the United Kingdom's Financial Conduct Authority with registration number 146576, and is also a member of the London Stock Exchange. Registered office: Royal Liver Building, Pier Head, Liverpool L3 1LL. Registered in England and Wales, under number 2474912.

YOUR RELATIONSHIP WITH 7IM AND PERSHING

When you read these Terms it is important that you understand that you will be a client of 7IM in relation to our services, and will also become a client of Pershing for settlement and safe custody purposes.

7IM has responsibility (including responsibility for complying with related regulatory requirements) for our own operations and the operation of your accounts, and generally for our ongoing relationship with you. In particular, we are responsible for the opening of accounts for you, making all necessary anti-money laundering compliance and identity verification checks, accepting orders and executing or arranging investment transactions on your behalf, and to the extent required by applicable FCA Rules, explaining to you the types of investments covered and any risks relating to investments, transactions or any investment strategy to be pursued by us on your behalf or where necessary warning you of the possible inappropriateness of an investment, and if required providing any investment advice to you or taking investment management decisions on your behalf. Pershing shall have no liability to you for our performance or otherwise of any of our obligations under these Terms.

Pershing will open and maintain accounts on its books in your name in order to provide its services to you. When Pershing receives any cash and investments from you or on your behalf, then Pershing will record them in your accounts.

When Pershing provides settlement and clearing or safe custody services, executes transactions or provides other services to you, Pershing does so relying on the instructions and information we provide. Pershing may rely and act on any instructions which Pershing in good faith believes were given by 7IM.

All enquiries regarding your account should be directed to 7IM and not to Pershing. Pershing will not accept instructions from you or your Financial Adviser directly.

CLIENT CATEGORISATION

We will provide our services on the basis that you are a 'retail client' for the purposes of the FCA Rules. Pershing will rely on information received from us in relation to your status and will adopt the same client classification for you.

RISK WARNINGS

The value of investments may fall as well as rise, and you may not get back what you originally invested. The past performance of investments is not a guide to future performance.

All investments carry some risk, and you should ensure that you are aware of the general risks which apply to investments, as well as the specific risks which apply to particular types of investments and proposed investment strategies before agreeing to them. Those risks may include some or all of the following:

- Some investments are designed to be held for the medium or longer term, and early encashment can reduce the chances of meeting your objectives.
- Some investments may not be liquid and may therefore be difficult to realise.
- The income generated by investments can fluctuate and may not meet original projections.
- In the case of structured products, 'guarantees' can only be as good as the guarantor.
- The tax treatment of investment products can be complex, and the level and basis of taxation may alter during the term of an investment and may impact the performance of investments and any investment strategy.
- In the event that an investment entity does not comply with the requirements imposed by FATCA and suffers US withholding tax on certain withholdable payments as a result, the net asset value of the investment may be adversely affected and you may suffer significant loss as a result.

- Fluctuations in foreign exchange rates may affect the value of investments positively or adversely.

We cannot be held responsible if any investment fails to achieve expectations.

TAXATION

You have sole responsibility for the management of your tax affairs, including complying with applicable laws and regulations and your reporting requirements in relation to taxation.

We are not tax advisers and we do not provide tax advice. We recommend that you obtain your own independent tax advice, tailored to your particular circumstances. You agree that you will not rely on information provided by us as a substitute for taking your own independent advice.

Any tax-related information we make available to you, including through 7IM Web Services, should be regarded as being indicative only, and assumes that you are resident and ordinarily resident or domiciled in the United Kingdom for tax purposes. We may request information from you to assist in performing tax computations and it is your responsibility to ensure that we are given accurate information at this time. We do not accept liability for any errors or omissions in any tax computations. Although any tax-related information and tools are provided in good faith to the extent that they are made available to you, we recommend that you consult with your accountant or tax adviser to confirm your tax position.

Investments may become part of an individual's estate upon death and therefore subject to inheritance tax. If you require further information about the possible impact of inheritance tax, please speak to a tax specialist.

US RESIDENTS, CITIZENS AND TAXPAYERS

You must inform us if you are a citizen of the United States of America ('US') or otherwise subject to US tax on non-US income and gains (for example, if you are a US 'Green Card' holder) or a resident of the US. You must also inform us as soon as possible if at any time you become a resident of the US or if your US tax status changes.

If you are or become a resident of the US, we cannot provide our services to you and will need to close your account. Please refer to the 'Termination' and 'Closing your account' sections of these Terms for further details.

If you are not a resident of the US but are or become a US citizen or otherwise subject to US tax on non-US income and gains:

- the range of investments or services available to you may be restricted – please contact us for more information;
- we cannot provide our services to you until we receive a valid signed Form W-9 from you, and you agree that we may disclose information contained in the Form W-9 to the US Internal Revenue Service where we are required to do so.

We recommend that you seek independent professional advice if you are in any doubt about whether you are subject to US tax on non-US income and gains.

You are responsible for taking your own independent US tax advice in relation to your investments and to assist with your US tax affairs. We are not responsible for the impact of any taxes on transactions entered into through our services, and you accept that transactions which you enter into may result in a tax liability for you.

LOANS

You may be able to borrow from Pershing against your assets held by Pershing. Please contact us or your Financial Adviser for more details. You should be aware that 7IM acts as introducer to Pershing and not to any other potential loan provider. This means that we have not assessed the service which may be offered by any other lender.

Neither 7IM nor Pershing will provide you or your Financial Adviser with any advice regarding either the loan offered by Pershing or its suitability for your circumstances.

If a loan is available for you, please note that any loan would be provided under a separate agreement between you and the lender, Pershing. You should take any independent legal, financial or other advice which you think you need before signing your loan agreement.

We are not obliged to monitor or verify how any amount advanced under a loan is used.

INFORMATION ON PORTFOLIOS AND TRANSACTIONS

Correspondence

All correspondence with you sent by post will be sent to the permanent address of the first named applicant given in your account opening documentation or to any other address you have given us in writing.

Transaction details and contract notes

For transactions carried out on your behalf in portfolios managed by us under the 7IM Discretionary Service, we will not provide contract notes. For other transactions carried out on your behalf where we are required to do so under FCA Rules, we will make available to you a contract note by the close of business on the Business Day after we have carried out the transaction. **It is very important that you check the details on all contract notes that you receive, and if you have a question about them or become aware of an error, or you receive a contract note for a trade conducted without your authority, or if you do not receive a contract note within 3 Business Days of instructing us or your Financial Adviser (as applicable) to carry out a transaction for you, that you ensure that we are notified as soon as possible, and in any event within 5 Business Days of the date of the transaction. If we do not hear from you or your Financial Adviser (as applicable) within this timeframe, we will treat the contract note as a conclusive record of the transaction.**

Periodic statements

At least every six months, we will send or otherwise make available to you a statement which sets out:

- investments in your portfolios;
- transactions since your last statement;
- the current value of your investments; and
- the basis on which your investments were valued.

Online information and tools

By using 7IM Web Services, you will also be able to view details of your portfolios online. Please refer to the '7IM Web Services' section of these Terms for more information.

DEALING

Instructions

Instructions should be made:

- in writing to Seven Investment Management 55 Bishopsgate, London EC2N 3AS;
- in person or by telephone (subject to satisfactory verification of your identity);
- for 7IM Managed Investment Service portfolios, by your Financial Adviser by email only to dealingmis@7im.co.uk or any such replacement email address as we may confirm may be used for this purpose.

Where you have notified us that you have authorised a Financial Adviser or any other third party to give instructions on your behalf, we will accept instructions from them through the same methods.

We may, however, accept instructions made by another method at our absolute discretion where we reasonably believe that these instructions originated from you or your Financial Adviser or any other third party notified to us as authorised to give instructions on your behalf. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.

We will only accept dealing instructions during standard United Kingdom market hours, currently 8.00am – 4.30pm on Business Days.

We will not carry out any dealing instructions unless the cash to pay for purchases, or the investments to settle sales, are available in respect of your portfolio at the time.

You accept and acknowledge that instructions given by email or otherwise communicated electronically may not be received, and are at risk of interruption, interception or delay during transmission, and we accept no liability for any loss or damage that you may incur as a result. Email and electronic communications should not be regarded as a secure method of delivery.

Where instructions communicated orally or electronically are directed at a specific person and that person is not present to receive them, there may be a delay in acting on such instructions until receipt by that person.

We may require confirmation of an instruction by requesting that it is provided by another method, and in which case the instruction will only be valid when provided in accordance with that request.

We will normally acknowledge instructions received by acting on them. Where we act on instructions, it is on the reasonable belief that the instructions have come from you, or (where applicable) your Financial Adviser or any other person authorised to provide instructions on your behalf.

There may, however, be circumstances where Pershing or 7IM, acting reasonably and in good faith, may refuse to accept any order or other instruction for your account. For example, Pershing may do so where the transaction falls outside the dealing criteria that Pershing applies. In no circumstances will we be required to act on an instruction where:

- the instruction was not received in time for the required action to be taken;

- we reasonably believe that carrying out such instruction may not be possible or practical or might involve any breach of law or regulation;
- we reasonably believe such instruction to be unclear or ambiguous or inaccurately transmitted or not to be genuine; or
- we do not have all of the necessary information or documentation to carry out the instruction.

We will inform you, or your Financial Adviser or other authorised third party (as applicable), if we or Pershing are unable to accept or act on an instruction received, together with the reason for this unless we or Pershing are prevented from doing so because of any legal or regulatory constraints.

Non standard settlement

Instructions for non-standard or extended settlement will not be accepted.

Stop loss or limit orders

We will not accept instructions for stop loss or limit orders.

Order execution

It is our policy to deal with all instructions received in a prompt and fair manner. We operate an order execution policy which sets out how we deal with investment instructions and the price we obtain for clients when executing orders.

When we execute transactions on your behalf, we are required under FCA Rules to take all reasonable steps to provide best execution (where applicable). This means that we must take all reasonable steps to obtain the best possible result in respect of that transaction. More details on this can be found in our order execution policy. A copy of our execution policy is available on our website at www.7im.co.uk.

Pershing will not owe you any duty of best execution under FCA Rules or otherwise when it carries out transactions executed by us on your behalf. In some circumstances we may transmit orders to Pershing for it to execute for your account. If we do this we have agreed that we, rather than you, will be Pershing's client for the purposes of the FCA Rules. Pershing will execute such orders in accordance with Pershing's order execution policy, a summary of which is set out on Pershing's website at www.pershing.co.uk.

Order priority, aggregation and allocation

If more than one order is received in any security, the orders will be executed in the order in which they were received.

On occasions we or Pershing (where it is providing dealing or execution services on your behalf) may combine your orders with orders for other clients and/or Pershing's own orders. We or Pershing will only do this if we or Pershing consider that it is unlikely to work to the overall disadvantage of you or any of our or its clients involved. However, it is possible that aggregating orders in this way may sometimes operate to your advantage and sometimes to your disadvantage by giving you a higher or lower price than might have been the case if your order had been placed individually.

In the event that we are unable to fully execute all transactions, we will allocate between clients on a fair and consistent basis.

Certificated holdings

Certificated holdings need to be transferred into a nominee account prior to sale. This may result in a delay in being able to effect the sale. Neither 7IM nor Pershing will be liable for

any loss suffered by you as a result of a delay in effecting the sale.

Amounts paid in error

We may reclaim from your portfolios any payment we have made in error or to which you are not entitled.

INTEREST, DIVIDENDS AND INCOME

Interest on money

If Pershing holds money which is not immediately required to settle an investment transaction, such money will be held in accordance with the 'Your money' section of these Terms. Money may earn interest at a rate determined by the relevant bank or credit institution. However, the amount of any interest on money held in your portfolio that will be credited to your account will be determined by Pershing and us, as notified to you in our Fees and Charges. Where any applicable interest rate depends on a central bank base rate, please note that we will not advise you of changes to the base rate.

Interest will be calculated on a daily basis and credited every six-months in arrears. If accrued interest is less than £10 over such a six month period, no interest will be credited for that six month period.

Subject at all times to applicable regulation, Pershing and 7IM shall each be entitled to retain (as agreed between Pershing and us) the difference between any rate of interest that we have notified to you will be credited to your account and any higher rate of interest paid to Pershing in respect of client monies held.

Investment dividends and income

Pershing will be responsible for claiming and receiving dividends, interest payments and other entitlements automatically arising in respect of investments held by it for your account.

Your dividends and income will be retained in your relevant portfolio. You can instead choose to have dividends and income paid to your bank account on a regular basis.

Withholdings and deductions

Sometimes Pershing or an Eligible Custodian who is holding your investments may receive dividends, interest and other rights or payments (as relevant) after local withholding or similar taxes or other deductions have been made from those sums. You further accept that Pershing or any Eligible Custodian or 7IM may, if required to do so to comply with legal or regulatory requirements, withhold or deduct tax or other amounts, including costs incurred by Pershing or the Eligible Custodian, from any such payments. If you are eligible to reclaim any such withholdings or deductions, then this will be your responsibility.

TRANSFERRING CASH AND INVESTMENTS

Adding cash and regular investment instructions

You can add money to your portfolio at any time. You can make payments by cheque or bank transfer, or you can choose to make regular payments to your portfolio by direct debit.

Payments you make by direct debit are processed by GoCardless Limited ('GoCardless') and paid to Pershing. This is with the exception that direct debit instructions signed by you authorising Pershing to collect direct debit payments from your bank account will continue to

be processed by Pershing, unless otherwise agreed. GoCardless is authorised by the FCA to provide payment services. Payments made by direct debit will take at least two Business Days to reach Pershing. Money held on your behalf by GoCardless will be held in a client money account with Royal Bank of Scotland. Please be aware that the first direct debit payment will not occur until, once a 7IM account has been opened for you, the direct debit arrangement has been set up which can take up to 5 Business Days. The first direct debit will be collected on the next collection date after the direct debit has been set up. If the collection date falls on a weekend or bank holiday, the direct debit will be collected on the next Business Day.

Where (for relevant portfolios) we have been instructed to use regular payments to arrange the purchase of investments on your behalf, these investment instructions will only be carried out where (if a direct debit payment to your portfolio has been set up) the payment has been received, and provided that sufficient cash is available in your portfolio. We shall not be responsible for losses arising from any failure or delay in the receipt of monies except to the extent that such loss arises directly from our negligence, breach of regulation or fraud. We will continue to carry out these investment instructions each month, normally within 5 Business Days of the payment being credited to your portfolio, until our receipt of a cancellation or replacement instruction. Please be aware that if a cancellation or replacement instruction is not made in time to cancel the next direct debit collection, then it may still be collected and the monies invested in accordance with the existing instruction.

If you reclaim a payment made by direct debit, then the amount of that direct debit payment will be debited from your portfolio.

You must take care to ensure that any payment you make through a cheque is honoured and paid by your bank (does not 'bounce'). If a cheque is not paid or 'bounces' where monies have already been made available to your portfolio, the value of the cheque will be debited from your portfolio.

If a reclaimed direct debit or dishonoured cheque causes your portfolio to become overdrawn, then you will be liable for the debit amount arising on your portfolio and interest will be payable on the debit amount. If the monies have been drawn against to purchase investments, we may convert these investments to cash in order to remove the debit balance on your portfolio, and you may incur a gain or loss as a result. We shall not be responsible for any loss arising in these circumstances except to the extent that such loss arises directly from our negligence, breach of regulation or fraud. Please make sure you read the '**Overdrawn portfolios**' and '**Rights to retain and realise your assets**' sections of these Terms for further information.

Withdrawing cash

You can withdraw money from your portfolio but please be aware that, in the event that an investment needs to be redeemed, the redemption may be subject to rules specified by the relevant fund manager including, for example, if there is insufficient cash available and investments have to be sold. The relevant manager may have a specified 'out date' or restricted dealing date when cash can be requested. We may also have to give notice to the fund manager concerned before the 'out date' in order to get your money back. This date is the earliest date that funds can be released from investment, and can vary from a week, a month or in some cases, longer. You will not be able to receive the cash until the transaction has settled and we have received the money from the relevant manager.

We will only transfer money out of your account to the bank account that we have on our records.

We will normally transfer money using the Bankers' Automated Clearing System ('**BACS**'), which takes three business days. If you want money transferred more quickly, we can use the Clearing House Automated Payment System ('**CHAPS**'). There will be an associated charge for using CHAPS, and we reserve the right to pass this charge on to you and will notify you of any charge at the time.

Transferring investments

Subject to availability via our service and any requirements of your existing provider, you may transfer investments from another provider to your 7IM portfolio. If rebate payments are payable by the relevant investment provider on any transferring investments, you consent to us converting those investments into 'clean share classes' of the same investments, meaning that rebates will no longer be payable on the investments. 7IM makes no charge for re-registering an investment to your portfolio, but you should be aware that your existing provider may apply charges in relation to the re-registration. If you incur charges from your existing provider, you will need to settle these charges directly with them.

Where we have received instructions that, to our reasonable satisfaction, are valid for the re-registration of your assets and client money to another service provider, you consent to the transfer of your assets and any client money held for you to that service provider.

CLOSING YOUR ACCOUNT

If you want to close your account with us at any time, you or your Financial Adviser (as applicable) can instruct us in writing to:

- sell all holdings and send you cash;
- transfer all holdings (where possible) to another provider or into your own name.

Please note the '**Transferring cash and investments**' section of these Terms, which may impact closing your account.

Please be aware that during the process of your holdings being sold and/or transferred, your portfolio may not be in line with any applicable risk profile.

Your account will not be able to be closed until all transactions underway are complete and there are no outstanding obligations owed by you in respect of the account.

We will provide reasonable assistance to you if you wish to transfer your cash and investments to a third party provider. 7IM makes no charge for closing your account, but you should be aware that third party charges may apply in relation to transferring your assets and that our Fees and Charges will continue to apply until all assets have been transferred out of your account.

INACTIVE ACCOUNTS

We reserve the right to suspend or close your account without prior notice where you have not traded on your account for a period exceeding twelve months and no cash or investments are held in the account.

PAYMENT FOR SERVICES

Our fees and charges

We derive income from the fees we charge you, which are based on the assets held in your portfolios. The fees are payable monthly in arrears, and will be calculated on the daily closing mid-market value of your portfolios. Please note that, whilst our fee is based on the value of assets held in your portfolios, we may apply a minimum fee that will be payable in any event as detailed in our Fees and Charges. Any fees or costs payable by you in relation to the services provided by Pershing will be notified to you in our Fees and Charges.

Any Value Added Tax ('VAT'), stamp duty or other applicable tax or levy that is due or chargeable will be added where applicable.

Please refer to our Fees and Charges for the current fee scales and rates. When our charges change, we will notify you of the new Fees and Charges in advance of the changes taking effect.

We may sometimes share fees with any associates or third parties. Details of any such fee sharing arrangements are available on request.

Payments to your Financial Adviser

This section applies if you have a Financial Adviser. Charges which you have agreed to pay your Financial Adviser may be paid from assets transferred to your portfolios with us, or assets held in your portfolios on an ongoing basis. These charges must be agreed with you by your Financial Adviser, and confirmed to us in your account opening documentation or relevant authority form. These charges may vary and could include an ongoing service charge based on an annual percentage of the value of your portfolio, as well as up to 3% of any new assets introduced. By signing your account opening documentation or authority form, you will be instructing 7IM to pay the charges set out in that documentation or form to your Financial Adviser or to their order (7IM acting as agent of your Financial Adviser in respect of those payments) from your portfolio and these charges may be deducted from any money held on your behalf, unless and until we receive written notification from you to cancel such payments.

Fees and charges collection

When we collect fees and charges due, including Financial Adviser charges as described above, we will try to collect them from your account(s) in accordance with any instruction you have given to us as to which portfolio or account to first deduct fees and charges from. If there is insufficient cash in your relevant portfolio to discharge fees or charges due, we will deduct cash from your other portfolios or accounts. **If there is still not enough cash we are entitled to, without giving you further notice, sell investments held in your portfolios to discharge fees and charges due in accordance with the following disinvestment procedure.**

Disinvestment procedure

If we sell your assets in order to collect fees and charges due where our disinvestment procedure applies as described above, then:

- for portfolios managed by us under the 7IM Discretionary Service, we may sell investments selected at our discretion;
- for other portfolios you may have with us, we will sell down the largest eligible holding (largest by value, not by number of units or size), unless you or your Financial Adviser have nominated a particular eligible holding to sell for this purpose. In so selling holdings to pay

fees and charges due:

- in the first instance, we will try to sell the relevant holding from the account you have instructed us to collect fees and charges from first, and then the account from which the fees and charges are due (if different);
- if we have been instructed to sell a nominated eligible holding for this purpose and this holding cannot be sold or its sale does not raise sufficient cash, we will sell the largest holding as described above;
- if a sale does not raise sufficient cash, we will continue to sell holdings in order of largest to smallest value until sufficient cash is available to discharge the fees and charges due;
- if during this process our minimum trade amount for a sell trade exceeds the amount required to pay fees and charges due, we will sell the minimum trade amount and only deduct cash up to the amount of fees and charges due.

OVERDRAWN PORTFOLIOS

If you, or (if relevant) your Financial Adviser as your agent, cause any of your portfolios to become overdrawn (have a negative or 'debit' balance), including (but not limited to) as a result of the value of a cheque which has not been paid ('bounced') being debited from your portfolio, or instructions given to us for your portfolio which we have carried out, the following applies:

- you will be liable for the debit amount on your portfolio;
- interest will be payable by you on the debit amount on your portfolio at an annual rate of 5% over the Base Rate (except where the relevant currency is not GBP, EUR or USD and in which case this rate will be 5% over the debit rate applied by Pershing's relevant local agent), and will be calculated and charged on a monthly basis from the relevant due date until the outstanding amount is paid in full;
- we reserve the right to, without giving you further notice, sell or otherwise realise assets in your portfolio which are sufficient to remove the debit balance on your portfolio, and you may incur a gain or loss as a result;
- we reserve the right to refuse to accept any future or pending instruction until the debit balance on your portfolio is removed.

RIGHTS TO RETAIN AND REALISE YOUR ASSETS

7IM and Pershing may use or realise any assets held on your behalf, in any account, in order to discharge any obligations you have which arise from investment business conducted by us or Pershing or any fees due to us or Pershing, as well as any charges due to your Financial Adviser which you have instructed us to pay from your portfolio.

Where exercising rights to use your cash or sell or otherwise realise your investments under these Terms, neither 7IM nor Pershing shall be liable to you in respect of any choice made in selecting investments sold or for any loss or gain incurred as a result. The proceeds of sale (net of costs) will be applied in or towards the discharge of your liabilities, and 7IM or Pershing (as the case may be) will account to you for any balance. In the event that such proceeds are insufficient to cover the whole of your liabilities, you will remain liable for the balance.

In collecting any fees and charges due or exercising other rights under these Terms, 7IM and Pershing may convert currencies and carry out foreign exchange transactions with you or on your behalf at such rates and in a manner that 7IM or Pershing may, in our or Pershing's discretion, determine. In such circumstances, 7IM and Pershing shall each be acting on its

own behalf and not executing your orders, and shall therefore not be liable to you for the result obtained.

7IM and Pershing shall each be entitled to combine or consolidate any portfolios and accounts held in your name, insofar as there remains any fees and charges or other outstanding amount due from you to us or Pershing.

You further agree that 7IM and Pershing are each authorised to set-off, transfer or apply (without further notice to you) any obligations or monies owed by 7IM or Pershing to you in order to satisfy (in whole or in part) any debt or obligation or sum that is due from you to us or Pershing. This applies even if the obligations are in different currencies, and includes the payment of any fees or charges due and any amounts due under your obligations to reimburse (indemnify) 7IM and Pershing to ensure that 7IM or Pershing does not lose money as a result of your default under these Terms or the services 7IM or Pershing provides to you.

The rights of 7IM and Pershing set out in this section will continue to apply even if we or Pershing stop providing services to you, so long as any obligations for your account remain outstanding. These rights are in addition to any other right that we or Pershing may have, and they will not be affected by any failure by 7IM or Pershing or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

YOUR MONEY

Client money

Money held by Pershing for your account will be held in compliance with the rules relating to client money in the FCA Client Assets Sourcebook when these apply to the money. This means that, amongst other things, Pershing will hold your money in a client money bank account which is kept separate from Pershing's own funds.

When Pershing holds your money in a client money account, it may be pooled with money belonging to other clients of Pershing. Where client money is held as part of a common pool of money, this means that you will not have a claim for a specific sum in a specific account. Your claim would be against the client money pool in general and if there is a deficiency in the pool you would share pro rata in that loss.

When considering where that client money bank account should be, Pershing will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution (other than a central bank of a country) where your money is deposited and of the arrangements for holding your money. It is important to note that Pershing is not responsible for any acts, omissions or default of a credit institution or bank chosen by it but only for taking care in its choice and monitoring.

Sometimes we or Pershing will undertake a transaction for you which requires your money or investments to be passed to a relevant party (including but not limited to an exchange, clearing house, intermediate broker, settlement agent or a counterparty dealt with directly 'over the counter' outside of any exchange, located in the United Kingdom or elsewhere) in order to meet the obligations under that transaction or to provide security for the performance of obligations under that transaction as 'margin' or 'collateral'. Any money or investments passed to such relevant party may be at risk in the event of its insolvency. By accepting these Terms, you acknowledge that this is the case.

Money held overseas

If your money is held by a credit institution or bank outside the United Kingdom or European Economic Area, or your money or investments are passed to a third party, then it is important you understand the legal and regulatory regime applying to that credit institution, bank or other third party will be different to that of the United Kingdom or the European Economic Area. This means, amongst other things, that the rights and protections you have under FCA Rules will not be available in respect of those banks or credit institutions or third parties. Other rules and regulations may apply to them under local law but your rights and obligations are likely to differ, particularly if such party is in default.

Group companies

Pershing is part of the Bank of New York group of companies. Pershing may use a bank which is affiliated to Pershing to hold client money on your behalf.

Unclaimed balances

If we or Pershing are unable to contact you (for example if you move and fail to update your address with us), so that we are unable to deliver money held for your account to you, or you fail to respond to our communications requesting instructions from you concerning such money, with the result that any of your money held by Pershing is unclaimed after a period of six years, Pershing may transfer such money to a pooled client unclaimed money account subject always to Pershing undertaking to make good any valid claim by you. Pershing will only do this after it has taken reasonable steps to trace you and return any balance to you.

CUSTODY OF YOUR INVESTMENTS

Safekeeping and registration

Investments which Pershing holds for your account will be registered in the name of a Nominee Company controlled by Pershing or a member of Pershing's group.

In some situations, for example where the rules of a particular market require it to do so, Pershing will register your investments in the name of an Eligible Custodian. Pershing will not usually register investments in your name, but if it is required to do so you shall remain responsible for the consequences of any such registration.

Overseas investments may be registered or recorded in the name of Pershing or in the name of an Eligible Custodian. Your acceptance of these Terms indicates your consent to the possibility of registration in this manner. However, registration in one of these ways will only be done after Pershing has taken reasonable steps to determine that it is in your best interests to do so or that it is not feasible to do otherwise because of the nature of applicable law and market practice in the relevant jurisdiction. Registration in this way means that your investments may not be kept separate from other investments belonging to Pershing or the relevant Eligible Custodian. Your protection may therefore be less because if the person in whose name your investments are recorded defaults on its obligations, your investments may not be separately identifiable as yours. Accordingly, your investments may be subject to other third party claims, including claims by general creditors of the relevant defaulting person.

Whether or not they are registered or recorded in the name of Pershing or an Eligible Custodian, investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those that apply in the United Kingdom or the European Economic Area. Your rights may therefore also differ.

When your investments are held by a depository or an Eligible Custodian, they may have rights against the assets held. These rights may include security rights over the assets (including but not limited to a security interest, mortgage or charge), rights to withhold or retain the assets, and/or other rights to have any such asset paid or transferred to them, to prevent a transaction involving the asset from going ahead, or to be paid any or all of the proceeds of a transaction involving the asset.

Pershing will exercise due skill, care and diligence in the selection, appointment and periodic review of any Eligible Custodian and the arrangements for holding and safekeeping of your investments. It is important that you understand that Pershing is not responsible for anything done or not done by, or any default of, an Eligible Custodian unless that default is caused by the negligence, fraud or wilful default on the part of Pershing or any of its group Nominee Companies. Although Pershing will seek to make sure that adequate arrangements are made to look after your ownership rights in any investments (especially in the event of its own insolvency), you should understand that your investments may be at risk if an Eligible Custodian becomes insolvent.

In some circumstances Pershing may refuse to hold any investment or investments on your behalf. This may occur if, for example, the investment concerned is of a kind for which Pershing does not have facilities or arrangements with appropriate Eligible Custodians to hold the investment, or if holding the investment would expose Pershing to liabilities. We will notify you if Pershing chooses to exercise this discretion, together with the reasons for its decision unless legal or regulatory constraints prevent such disclosure.

Pooled accounts

Where Pershing or an Eligible Custodian (or a Nominee Company) have registered or recorded your investments in a combined account, or pooled in some other way, with investments belonging to other clients of ourselves or Pershing or the Eligible Custodian, Pershing shall keep a record of your entitlement to your investments. In such a situation you should note that your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register. If there is an irreconcilable shortfall following any loss by or default of Pershing or the Eligible Custodian or Nominee Company, then you may not receive your full entitlement and may share in any shortfall on a pro rata basis with any other investors.

Further effects of pooling can be that:

- sometimes Pershing will receive investments or money on behalf of more than one client in connection with pooled holdings (for example, in a bonus or rights issue or takeover) - in such circumstances Pershing may, in accordance with FCA Rules, allocate such investments between clients on whatever basis it considers fair and reasonable;
- if a share issue or other corporate event favoured the small investor, your actual allocation may be less than it would be if your investments were registered in your own name; and
- sometimes amounts or investments may arise which would not have arisen if those investments had been registered in your own name, and you may not be entitled to these additional amounts.

Safe custody statements

Pershing will send you safe custody statements in the form and frequency required under FCA Rules showing the investments and cash balances it holds for you.

Administration

All instructions regarding the administration of your investments should be given to us for us to forward to Pershing. Pershing will not accept any direct instructions from you or your Financial Adviser (as applicable).

Shareholder voting rights and benefits

We will not notify you of proxy voting rights arising from any of your investments. If you wish to attend or otherwise vote in relation to share, asset or unit holder meetings, you or your Financial Adviser (as applicable) should contact us.

Some companies provide benefits to shareholders relating to the nature of their business. These benefits will not necessarily be available to you automatically, as your shares will be registered in the name of a nominee. Should you wish to receive these additional benefits, you or your Financial Adviser (as applicable) should contact us to make the necessary arrangements.

Rights issues, takeovers, etc.

Pershing will inform us of any corporate actions which affect investments held in your portfolios. It will do so as soon as reasonably practicable after receiving notice of those events. For corporate actions notified to us in respect of holdings in portfolios managed by us under the 7IM Discretionary Service or holdings within 7IM Model Portfolios, we will decide what action to take. For corporate actions notified to us in respect of other holdings, we will in turn notify you or your Financial Adviser (as applicable, and depending on the arrangement you have with your Financial Adviser, they may contact you to make the decision) of all voluntary corporate actions in respect of which there is a decision or an election to be made. Such voluntary corporate actions may involve, for example:

- exercising conversion or subscription rights;
- dealing with takeovers or other offers of capital reorganisations;
- exercising voting rights (where Pershing exercises such rights on your behalf).

We do not offer the opportunity to elect for ordinary scrip dividends.

We will not notify you or your Financial Adviser of any mandatory corporate actions, meaning that the outcome is not something over which you have a choice.

Where we have provided notice of a corporate action, you or your Financial Adviser (as applicable) are responsible for ensuring that instructions are provided to us by the time stated in the notice. If we do not receive an instruction within the terms of the notice, any default option specified in the notice shall be applied on your behalf. If a corporate action is a rights issue that requires additional funds from you, it is your responsibility to ensure that cleared funds are available in your portfolio by the time stated in the notice. We are not responsible for the consequences of any failure by you, your Financial Adviser, or a third party where relevant, to provide instructions to us by the stated time once notification has been given, or the consequences of any default option applied on your behalf, or any alternative instructions we receive. We are not obliged to do more than give one notification on each relevant matter.

SETTLEMENT

Settlement of transactions

When transactions are undertaken on your behalf, they will be due for settlement in accordance with market requirements. These settlement terms will vary depending on the market and securities dealt in.

If a transaction is undertaken on your behalf on non-United Kingdom markets, it will be subject to the rules of the relevant overseas exchange, clearing system and/or depository and to any terms of any foreign agent or custodian employed by Pershing. These rules and terms may include (but are not limited to) such persons having the right to reverse a transaction even after it has settled. In view of the number of markets and counterparties which may be used, it is not possible to outline all of the potential rules and obligations that may apply in such cases.

It is your responsibility to ensure that you transfer all necessary investments, documents or money (as the case may be) in order for Pershing to settle the transaction on your behalf. Pershing must receive any cash in cleared funds in sufficient time before the settlement date in order that it can make the necessary payment to enable settlement of a transaction executed on your behalf. You undertake that any cash or investments transferred to Pershing by you will be free from any right of a third party to make claims against that money or those investments so that settlement of your transactions can take place.

You agree that you will not have any rights to cash or investments which are due to be received by you following a transaction until you have performed your own obligations in relation to that transaction and Pershing has been able to settle that transaction on your behalf. Similarly, Pershing has no obligation to account to you for any such cash or investments until you have performed your obligations and the transaction has been settled. Until that has happened, Pershing is entitled, without giving you any further notice, to sell or otherwise dispose of any such investments and apply the proceeds or any cash it receives in relation to the transaction in order to discharge or reduce any of your obligations in relation to the transaction.

In order to settle transactions on your behalf, Pershing will need to deal with the other party to the transaction (the 'counterparty') and sometimes transactions will be settled through a central counterparty or a central securities depository or other securities settlement system or other depository, transfer agent or similar body. When Pershing deals with these parties, it does so as your agent, in good faith and on the basis that:

- Pershing is not responsible for any default or failure of the counterparty or of any depository or agent of those entities; and
- the delivery of any securities or payment to you as a result of the transaction is entirely your risk and not that of Pershing.

Pershing is not obliged to credit any cash or investments it receives to your account until it has received them in irrevocable and unconditional settlement of the relevant transaction without the sender being able to reverse the settlement or require redelivery. If for any reason Pershing does credit cash or investments to your account earlier than this and Pershing reasonably considers that irrevocable and unconditional settlement is unlikely to take place, then Pershing will be entitled to reverse the entry and require you to give back or redeliver the cash or investments or their equivalent.

In some cases, transactions will be subject to netting. Netting is the process under which Pershing and/or the counterparty, central counterparty, central securities depository or other body concerned with settling a transaction are entitled to reduce their obligations to each other by setting off their obligations to deliver cash or securities to one another. This will give a single amount owing to one party from the other rather than a two-way payment. This single amount will then be paid or delivered to the relevant party. You agree, in respect of any transaction which is subject to netting, to discharging the settlement obligations on a net basis in accordance with the rules of the relevant central counterparty or central securities depository or relevant agreement with the counterparty (as the case may be). You acknowledge that if net settlement takes place, then Pershing will only be obliged to account to you for any investments or cash in connection with the transaction on a net basis. In addition, you agree that Pershing shall have no liability to you in connection with the exercise by any central counterparty, central securities depository or their respective agents of their powers (under any power of attorney or equivalent right or power) in respect of any settlement account operated by or on behalf of Pershing in connection with the settlement of any transaction.

Transactions executed on your behalf may settle in the books of a central counterparty, central securities depository or other body or custodian combined with transactions for the account of other clients of ours. If this happens, then Pershing will allocate between our clients the cash or investments received by it or on its behalf as a result of the settlements in accordance with the client trades we have notified to it. If Pershing receives cash or investments for trades that were intended to settle at the same time (but which, for whatever reason, do not do so), then Pershing will allocate the cash or investments received by it in accordance with its relevant priority policy and subject to the operations of the relevant central counterparty, central securities depository, custodian or other entity. Such operations may include a netting rule or practice, automatic splitting of unsettled transactions or other automatic aggregation, splitting or allocation.

You acknowledge and agree that:

- Pershing does not owe any duty to us, you or any other person to verify the appropriateness, adequacy or effectiveness of the rules, requirements and procedures of any market or central counterparty, or in relation to any exercise or non-exercise by the market or the central counterparty of its rights or powers under such rules, requirements and procedures; and
- Pershing shall have no liability for any loss or damage suffered or incurred by reason of Pershing taking or failing to take any action where such action or failure to take action is authorised, permitted or required by a market or a central counterparty or is otherwise deemed necessary by Pershing under the rules, requirements and procedures of the market or the central counterparty.

Consequences of your settlement default

If you fail to pay cash or deliver investments (as relevant) when due to meet any settlement obligations, Pershing will have no obligation to account to you for any investments or cash received for your account, and will be entitled to retain any such investments or cash until such time as the relevant obligations have been fully discharged. Pershing may, without providing any advance notice, use any cash or sell any investment held or received for your account and use the proceeds (after deducting any costs in doing so) to eliminate or reduce any unpaid obligations owed to it. Pershing may, without giving you further notice, enter into any other transaction or do or not do anything which would or could have the effect of reducing or eliminating any liability under any transaction undertaken for you. Pershing may take similar action where it reasonably considers that you have not or are unlikely to perform your payment or delivery obligations to Pershing.

ISAs

Opening a 7IM ISA

The 7IM ISA is a stocks and shares ISA. Any 7IM ISA you hold on or after 6 April 2017 will be a flexible ISA. This includes any 7IM ISA account that you may have opened before 6 April 2017. A flexible ISA is an ISA where you are able to replace money you have withdrawn without the replacement counting towards your annual ISA allowance.

To open an ISA we must receive a signed and completed application form from you, and you must ensure that cash in cleared funds is transferred to Pershing or available in an existing portfolio for transfer to your ISA for any amount up to the subscription allowance. Incomplete application forms may have to be returned to you.

You can keep cash in your ISA and this can remain un-invested but you should note that no flat rate charge (previously payable to HMRC) will be deducted from any interest paid on this cash. It is your responsibility to ensure that any tax due by you on interest is paid.

7IM is the Plan Manager for 7IM ISAs and will, in conjunction with Pershing, reclaim UK tax but will not reclaim tax on foreign dividends paid in ISAs.

All investments held within your 7IM ISA must be and remain in your beneficial ownership and must not be used as a security for a loan except as permitted by HMRC regulations.

Additional Permitted Subscriptions

In this section 'Additional Permitted Subscriptions' or 'APS' means an additional allowance, on top of the annual subscription limit, available to a surviving spouse or civil partner of a deceased ISA holder. The APS is the combined value of your spouse or civil partner's ISAs which they held at the date of their death (including any income accrued but not paid or credited to the ISA at the date of death). The APS does not include any withdrawal(s) from the deceased's flexible ISA withdrawn but not replaced at the date of death.

If your spouse or civil partner's ISA holdings were held with another ISA manager at the time of their death, you can apply to transfer the APS to 7IM by completing the relevant form within the timescales set out in HMRC regulations. You should be aware that an APS can only be transferred in full and once.

You can make an APS subscription into your APS ISA account by completing the relevant form. Any APS subscription must be made in accordance with the requirements set out in HMRC regulations. 7IM will not process any APS subscription requests in respect of an APS transferred to 7IM until 7IM has confirmed your APS amount.

If you have inherited your spouse's or civil partner's ISA holdings held with another ISA manager but wish to transfer these to 7IM to subscribe to your APS, this transfer must be a cash transfer.

You may make several APS subscriptions; however, they must not in aggregate exceed the APS at 7IM and must be made within the timescales set out in HMRC regulations.

We will not accept an APS subscription where we know that the information you provide in the relevant form is false or the requirements set out in HMRC regulations are not satisfied.

Company reports

If you decide that you want to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held directly in your ISA, we will arrange for you to receive them. We can also arrange for you to:

- attend shareholders', securities holders' or unit holders' meetings;
- vote; and
- receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders.

Transfers of ISAs

7IM generally makes no extra charge when receiving your existing ISA investments from another manager, but reserves the right to do so. We may also have to pass on any charges incurred for moving any holdings from overseas custodians or re-registration charges.

If you wish to transfer a 7IM ISA to another approved manager willing to accept the transfer, we will usually complete the transfer within 30 days of receiving written instructions from you or your Financial Adviser (as applicable). 7IM makes no charge for transfers out, but you should be aware that third party charges may apply in relation to transferring your ISA.

Transfers of stock in certificated format may be liable to a charge for stamp duty and/or charges from Pershing.

We are able to make and accept partial transfers of ISAs. Any transfers made to another approved manager will be made in accordance with HMRC regulations.

ISA management

7IM will make claims, conduct appeals and reach agreement on your behalf for tax reliefs. We will ensure that Pershing and any other agents or third parties to whom such responsibilities and other functions are delegated are competent to carry them out. We will display on our website the amount of cash held within your account pending reinvestment. We will advise you if an ISA becomes void through any failure to meet HMRC ISA regulations. If a previously qualifying investment should no longer qualify, 7IM will propose selling the investment and reinvesting in the account, or transferring it out of the account. As warrants arising other than through an investment trust public offer for sale may not be held in an ISA, they will be sold and the proceeds retained in the ISA pending reinvestment in an eligible stock.

ISA closure or withdrawals

You can close your ISA as a whole or take out part at any time (providing any outstanding fees are paid). There is no charge for partial withdrawals of cash. Partial cash withdrawals shall be treated as capital (i.e. not interest) under HMRC regulations. We will usually complete withdrawals within 30 days of receiving written instructions from you, and all or part of the investments held in the 7IM ISA and proceeds arising from those investments will be transferred and paid to you.

The following applies with effect from 6 April 2017.

- You can make flexible withdrawals up to the total amount of your ISA held as cash (including amounts paid in during previous years). Any withdrawal will be taken from your current year's subscription first and then from subscriptions of previous years if the withdrawal(s) exceeds your current year's subscription.
- You can replace any withdrawals within the same tax year by paying the amount(s) as cash into the same ISA account. We will assume that any cash payments into your ISA account

are made first to replace cash withdrawals made in the same tax year. Replacements will be firstly applied to replace withdrawals from subscriptions of previous years, and secondly to replace withdrawals from current year subscriptions. This means that cash payments into your ISA will only count towards your annual allowance if it exceeds amounts previously withdrawn in the same tax year.

- Fees and charges or amounts withdrawn from your account by us or other parties (such as by HMRC or under court orders) cannot be replaced without counting towards your annual allowance. Additionally, ISA transfers to another provider and ISA cancellations do not count as withdrawals that can be replaced without counting towards the subscription limit.
- Replacements of withdrawals will only be permitted where the replacements are made within the same tax year as the withdrawals. You cannot replace withdrawals you have made in a previous tax year and you should be aware that if you do not replace amounts withdrawn in the same tax year, you will limit the overall amount that you can save tax free.
- If you withdraw an amount paid in during a previous tax year, you should replace those amounts before you transfer to another provider or close your account, otherwise you will not be able to do so and you will limit the amount you can save tax-free.
- Any income from your ISA that is not accumulated in the ISA or paid away on your instruction will count as a withdrawal which can be replaced without counting towards the subscription limit. However, if the 7IM ISA is transferred to another provider with net current year subscriptions of nil, the ability to replace any current year income withdrawn prior to the transfer is lost.
- If you make a withdrawal but do not replace it before you close your ISA account or if the withdrawal closes your 7IM ISA, you will not be able to replace the withdrawals by paying an amount into another 7IM ISA account opened in the same tax year or paying the amount into another ISA you have with another provider.
- If you cease to be resident and ordinarily resident in the United Kingdom for tax purposes, you will still be able to withdraw, however you may only replace prior year subscriptions.

ISA cancellation

You may cancel an ISA within 14 days of entering into an agreement for our services in respect of the account. During this 14 day cancellation period, HMRC will treat the position as if no subscription to an ISA had been made in the first place and your right to subscribe to an alternative ISA offered by us or another ISA provider within the same tax year will be unaffected.

ISA termination

An ISA automatically terminates when the plan holder dies. The tax benefits of an ISA will not apply to any interest or gains due following the date of death but there is no effect on tax benefits received on your ISA before the date of death. Any tax claimed back from a dividend received after that date must be repaid. The ISA will be valued for probate as at the date of death and dealt with as instructed by the executor or administrator of your estate.

7IM may terminate a plan if, in our reasonable opinion, new statutes or regulations make its continuation impracticable. We shall not be responsible for any loss that results, except to the extent that such loss arises directly from our negligence, breach of regulation or fraud.

HMRC regulations

The management of your ISA shall be subject to the rules and regulations of HMRC. In the event of any conflict between these ISA Terms and HMRC regulations, the HMRC regulations shall be overriding.

JISAs

In respect of a 7IM JISA account, a reference to 'you' or 'your' is a reference to the registered contact for the 7IM JISA, initially being the person who applies for the 7IM JISA, and then whoever assumes the responsibility by written application to become the registered contact for the 7IM JISA. A child over the age of 16 is entitled to be the registered contact for a 7IM JISA. If a child is not the registered contact but has reached the age of 16, the child may apply to us to assume that responsibility by written application.

If you are the registered contact and have declared that you have parental responsibility for the child, you acknowledge that we may require that you provide additional information or documentation to establish that you have parental responsibility for the child.

A 7IM JISA is not a flexible ISA.

Opening a 7IM JISA

The 7IM JISA is a stocks and shares ISA set up in the name of a child who is under 18 years of age who does not have a child trust fund ('CTF') opened in their name. However, a 7IM JISA may be set up by transferring the full balance of an existing CTF to a 7IM JISA and closing the CTF.

To open a 7IM JISA we must receive a signed and completed JISA application form from you, and you must ensure that cash in cleared funds is transferred to Pershing or available in an existing portfolio for transfer to the 7IM JISA for any amount up to the maximum annual subscription allowance for a stocks and shares JISA. Incomplete application forms may have to be returned to you.

You can keep cash in the 7IM JISA and this can remain un-invested but you should note that no flat rate charge will be deducted from any interest paid on this cash.

You acknowledge and agree that we may accept subscriptions to the 7IM JISA from any person, even without your consent, and that any subscriptions you (where you are not the child) or another person make to the 7IM JISA is a gift to the child and cannot be repaid to the subscriber. All subscriptions must be made in cash. Any subscriptions in excess of the annual subscription limit cannot go into the JISA until the start of the next subscription year.

7IM is the Plan Manager for 7IM JISAs and will, in conjunction with Pershing, reclaim UK tax but will not reclaim tax on foreign dividends paid in JISAs.

All investments held within your 7IM JISA must be in the child's beneficial ownership and must not be used as a security for a loan.

Company reports

If you decide that you want to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held directly in the 7IM JISA, we will arrange for you to receive them. We can also arrange for you to:

- attend shareholders', securities holders' or unit holders' meetings;
- vote; and
- receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders.

Transfers of JISAs or CTFs

7IM generally makes no extra charge when receiving existing JISA or CTF investments from another manager, but reserves the right to do so. To transfer existing JISA or CTF investments from another manager you will need to complete a transfer form. We may also have to pass on any charges incurred for moving any holdings from overseas custodians or re-registration charges.

If you wish to transfer a 7IM JISA to another approved manager willing to accept the transfer, we will usually complete the transfer within 30 days of receiving written instructions from you. 7IM makes no charge for transfers out, but you should be aware that third party charges may apply in relation to transferring your ISA.

Transfers of stock in certificated format may be liable to a charge for stamp duty and/or charges from Pershing.

A child can only have one JISA of each type (cash or stocks and shares) at any one time. Accordingly:

- if an existing stocks and shares JISA is being transferred, we can only make and accept transfers of all stocks and shares JISA investments;
- we are able to accept a full or partial transfer of a cash JISA to a 7IM JISA from another approved manager;
- we are able to make a full or partial transfer to a cash JISA of another approved manager.

For any JISA transfers, the full amount of the current year subscription must be included in the transfer.

JISA management

7IM will make claims, conduct appeals and reach agreement on your behalf for tax reliefs. We will ensure that Pershing and any other agents or third parties to whom such responsibilities and other functions are delegated are competent to carry them out. We will display on our website the amount of cash held within the JISA account pending reinvestment. We will advise you if a JISA becomes void through any failure to meet HMRC regulations. If a previously qualifying investment should no longer qualify, 7IM will propose selling the investment and reinvesting in the account. As warrants arising other than through an investment trust public offer for sale may not be held in an JISA, they will be sold and the proceeds retained in the JISA pending reinvestment in an eligible stock.

JISA withdrawals or closure

In accordance with HMRC regulations, no withdrawals of investments (including cash and income earned by JISA investments) can be made from the 7IM JISA until:

- the account is closed when the child reaches the age of 18, dies, or where closure is otherwise permitted by HMRC regulations; or
- where the child is terminally ill and a terminal illness claim has been agreed in accordance with HMRC regulations.

In the event that the child dies, the JISA will be valued for probate as at the date of death and dealt with as instructed by the executor or administrator of the child's estate.

When a child reaches the age of 18, we will no longer accept new subscriptions into the 7IM JISA, we will convert the 7IM JISA to an 'adult' 7IM ISA, and the 7IM JISA will be closed. Before the child reaches the age of 18 we will write to the child in relation to their options in respect of the 7IM JISA. Where the child retains their investments from their former 7IM JISA

in their 7IM ISA after the child reaches the age of 18, the 'ISAs' section of these Terms will apply and we may require the child to agree to our terms in relation to the 7IM ISA before the child can make any subscriptions or withdrawals from the 7IM ISA.

7IM may require you to transfer your JISA investments to another JISA manager if, in our reasonable opinion, new statutes or regulations make its continuation impracticable. We shall not be responsible for any loss that results except to the extent that such loss arises directly from our negligence, breach of regulation or fraud.

JISA cancellation

You may cancel a JISA within 14 days of entering into an agreement for our services in respect of the account. During this 14 day cancellation period, HMRC will treat the position as if no subscription to a JISA had been made in the first place and your right to subscribe to an alternative JISA offered by us or another JISA provider within the same tax year will be unaffected.

HMRC regulations

The management of your ISA shall be subject to the rules and regulations of HMRC. In the event of any conflict between these JISA Terms and HMRC regulations, the HMRC regulations shall be overriding.

7IM WEB SERVICES

Access and Security Details

When you access your account online through 7IM Web Services, you will be asked to specify answers to particular security questions. We will ask you these questions on occasions when we need to identify you. You must ensure that the answers are known only by you (or any joint account holder or Authorised User, if relevant) and are not revealed to anyone else.

Where we grant you or any Authorised User access to any 7IM Web Service, you and your Authorised User will be able to, amongst other things, access details of your portfolios online. You are responsible for ensuring that any Authorised User is aware of and complies with all relevant provisions of these Terms.

We will allocate Security Details to you and any Authorised User. If at any point any Authorised User's access and/or permissions should be removed or changed, it will be your responsibility to ensure that we are notified as soon as possible so that we can disable or update their Security Details. You will be solely responsible for the use of Security Details, and shall ensure that Security Details are kept confidential and not disclosed or otherwise made available to anyone other than any relevant Authorised User. To avoid accidental disclosure, Security Details should not be recorded in any form by which they could be recognised as such. If you or any Authorised User becomes aware that any Security Details have been disclosed to or become known by any other person, you must ensure that we are notified as soon as possible. Access to 7IM Web Services may be suspended until we have allocated new Security Details.

You acknowledge and agree that wherever any request or instruction is communicated to us by a person using Security Details allocated to you or any Authorised User, that request or instruction shall be considered to have been made by you or on your behalf and we will be entitled to rely and act on that request or instruction without making any further checks or enquiries, even if the request or instruction was not actually made with your authority and

you will be bound by any resulting transaction. Notwithstanding this, we reserve the right, acting reasonably and in good faith, to require further confirmation or to refuse to act on any request or instruction which we believe or suspect not to have been validly authorised.

Use of 7IM Web Services

Any information or tools accessed through 7IM Web Services are made available for the general information of our clients and their financial advisers and are not, nor form part of, any recommendation or advice as to any particular course of action. We make no representation as to the completeness or accuracy of information made available, and are not obliged to provide any updates to you. Any reliance by you on any such information is entirely at your own risk.

In particular, we do not accept liability for pricing information. Any prices shown on any 7IM Web Service are unlikely to be the order price when buying or selling investments, and will be either indicative at the time or the most recently available price from the relevant third party data provider. Live market prices are subject to constant change.

Security and availability of 7IM Web Services

You acknowledge the electronic nature of 7IM Web Services. We will use reasonable endeavours to ensure that 7IM Web Services are secure, and remain accessible during normal business hours, but do not accept liability for losses resulting from a breach of the security measures we have put in place or the unavailability of 7IM Web Services (howsoever this may arise), including (but not limited to) in connection with any computer virus or malicious or disabling code, communications failure, breakdown or other malfunction, planned or emergency maintenance, or certain market conditions. Please read the '**Limits on 7IM's and Pershing's liability**' section of these Terms for further details of events that would be beyond our reasonable control and losses for which we do not accept responsibility.

Our rights to vary, suspend and withdraw 7IM Web Services

We may extend 7IM Web Services by making additional functionality or online tools available to you from time to time, and your use of any such functionality or tools will be subject to any such additional terms of use as we may specify.

You acknowledge that we may vary the mode of operation of, or the content, presentation, performance, availability of, or facilities comprising, any 7IM Web Service from time to time without you having any recourse to us. We shall endeavour to, but without having any obligation to do so, give advance notice of any material changes unless it is impractical to do so in the circumstances. In any event, we reserve the right to withdraw or suspend access to any 7IM Web Service at any time at our discretion and without notice. This is subject to the proviso that any termination of our agreement with you will be notified to you in accordance with the '**Termination**' section of these Terms.

Permitted use of 7IM Web Services

You may use any 7IM Web Service to which we grant you access from time to time solely to the extent permitted by these Terms and any supplementary terms for that 7IM Web Service that we may notify to you. The licence to use 7IM Web Services granted to you in these Terms is personal to you. Other than use of 7IM Web Services by any Authorised User (if relevant) as permitted by these Terms, this licence cannot be transferred to anyone else, and will automatically terminate on the termination of our relationship with you under these Terms.

The intellectual property rights in all elements of 7IM Web Services, including but not limited

to software, databases, data and other information accessed through 7IM Web Services, shall remain vested in us and/or our licensors, and you and any Authorised User will not acquire or retain any proprietary right, interest or title in such elements. You and any Authorised User must not copy, reproduce, redistribute, publish or commercially exploit any software, database, data or other information accessed, and must not remove any copyright or other proprietary notices from such information. You acknowledge that you would be responsible for obtaining the relevant third party licence for any reproduction and/or extraction or redistribution of any third party data contained within our products or services.

7IM Web Services, including any data or information accessed through 7IM Web Services, must not be used for any unlawful or improper purpose. We may suspend access to any 7IM Web Service that we believe you or any Authorised User may be using in an unauthorised or improper manner.

You acknowledge that access to all or part of 7IM Web Services may be restricted or prohibited by law in jurisdictions outside England and Wales. You are responsible for ensuring that any access and use of 7IM Web Services by you or any Authorised User complies with applicable local laws.

GENERAL TERMS AND CONDITIONS

Acting jointly or for another

In the case of an account held jointly by more than one account holder or by co-trustees for a trust account or by partners for a partnership account, then:

- each such person will be jointly and severally liable under the 7IM Agreement and the Pershing Agreement - this means that each such person separately promises to meet all obligations in respect of the account jointly with the other person(s) and also individually;
- 7IM and Pershing may discharge any obligation to make any payment or account to all such persons by making payment or accounting to any one or more of them.

In the case of a trust account, we and Pershing will each treat the trustee(s) as our client, and not any beneficiary. Where you have notified us that you have appointed a Financial Adviser in respect of your account, you as trustee(s) confirm that your Financial Adviser has been appointed as an agent in accordance with the constitutive documents of the trust.

If you are a body corporate, an unincorporated association (e.g. a partnership) or a trustee, you warrant and represent to us, on the basis of competent legal advice, that under the terms of your constitutive documents you are empowered and authorised to accept and agree to and perform your obligations under these Terms.

We may rely and act on any instruction or communication received from any account holder or third party notified to us as authorised to give instructions on your behalf under a power of attorney or otherwise in writing.

Please ensure that we are notified in the event of the death of any account holder, or the death of any attorney or other authorised third party or any change in their authority to act on your behalf as soon as possible. You accept that if you fail to do so we shall not be liable for any loss you may incur as a result. Any instruction or other action we have carried out before we have received such notification will be binding.

Investments within tax wrappers

In respect of any account opened with us for investments within a tax wrapper product, such as a pension or bond product, 7IM and Pershing will each treat the relevant pension scheme trustee or provider of the product (in either case, referred to as the ‘**relevant provider**’) as its client. 7IM will (where you are the underlying investor rather than the relevant provider) also treat you as our client in respect of any services that we provide to you directly. Please be aware that Pershing will only treat the relevant provider as its client in respect of its services.

These accounts will be in the name of the relevant provider. We will provide information about these accounts, including holdings, transaction details and valuations, to the relevant provider (and their nominated agents and delegates), as well as to the underlying investor, and you (either as the relevant provider or the underlying investor, as applicable) consent to our disclosure of this information.

We may accept and act on any instruction or communication we receive from you or on your behalf (either as the relevant provider or the underlying investor, as applicable). Underlying investors should also be aware that any instruction of the relevant provider will override any conflicting instruction that we may receive from them or on their behalf. Withdrawal instructions need to be authorised by the relevant provider. We will only return monies to the relevant provider’s nominated bank account that we have on our records.

The wrapper product’s fees and charges should be set out by the relevant provider in their product literature. In addition, charges for our services under these Terms will apply as detailed in our Fees and Charges.

Conflicts of interest

7IM does not hold principal positions or deal on its own account. However, occasions can arise where we or one of our other clients, or some other person or company connected with us, or Pershing or any of its associated group companies or nominees, will have some form of interest in business which we are transacting for you. We require our staff to disclose to management any conflict of interest of which they are aware. If we become aware of any conflict with your interests, we will proceed in accordance with the conflicts of interest policy we have put in place to deal with such situations. A copy of our policy is available on our website at www.7im.co.uk.

A summary of Pershing’s conflicts policy is available on Pershing’s website at www.pershing.co.uk. Examples where actual or potential conflicts may happen include situations where Pershing or any of its associates is, or is acting on behalf of, the counterparty to a transaction, or has a long or short position in the relevant investment, or is connected to the issuer of the relevant investment. Pershing may receive payments from fund managers (calculated by reference to the value of assets that Pershing holds in custody for its clients) if Pershing provides services to those fund managers through its trading platform. Pershing may place money held for your account with a bank or other financial institution (in accordance with FCA Rules) and retain some or all of the earned interest. Neither Pershing nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any such manner.

Call recording and communications

We may communicate with you by telephone, post, email, fax and through 7IM Web Services.

All telephone calls may be recorded and such recording remains the property of 7IM. You accept that we may rely on these recordings in the event of a dispute.

We may monitor electronic communications which we receive or send.

E-mail messages and electronic communications may not be secure and may be delayed, altered or intercepted during transmission. We advise you not to use e-mail to send confidential information or communications which require our immediate attention.

All communications, whether written, spoken, electronic or in any other form, between you or your Financial Adviser (as applicable) and us and Pershing will be in English.

Complaints procedure

If you are dissatisfied with the service we have provided under these Terms, where you have an appointed Financial Adviser you should contact them in the first instance and they will be able to raise a complaint on your behalf. Alternatively you may contact us directly by phone on 020 7760 8777 or by email to compliance@7im.co.uk.

You can also write to:
The Compliance Officer
Seven Investment Management
55 Bishopsgate
London EC2N 3AS

If, however, your complaint concerns an aspect of the service provided to you by Pershing and you wish to copy your complaint to Pershing directly, copies should be sent to:
The Compliance Officer
Pershing Securities Limited
Royal Liver Building
Pier Head
Liverpool
Merseyside L3 1LL

Where you make a complaint both we and Pershing will endeavour to resolve your complaint as quickly as possible but, in any event, we will acknowledge receipt of your complaint within three Business Days. The acknowledgement sent will include a full copy of our or Pershing’s complaints handling procedure. We aim to resolve your complaint within four weeks of receipt. Where this is not possible, we will contact you to explain why resolution will take longer than four weeks and indicate when we anticipate being able to resolve your complaint. Upon resolution of your complaint, we or Pershing will send you a final response letter, which will set out the nature of any proposed resolution and any appropriate remedial action. If for any reason you are not satisfied with our or Pershing’s final response, or we have failed to resolve your complaint within eight weeks of receipt, you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure is provided in our or Pershing’s final response.

Our complaints procedure is available on our website at www.7im.co.uk. Further information is also available by visiting www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

7IM is a participant in the United Kingdom's Financial Services Compensation Scheme ('FSCS'). Subject to certain exceptions, the FSCS provides limited compensation in respect of eligible liabilities if we are in default. Under current rules the FSCS covers the first £50,000 of a valid claim in respect of designated investments and £85,000 in respect of cash deposits. Please note that these limits apply to individuals, rather than to each account which an individual may hold. The right to claim under the FSCS will only arise if you qualify as an eligible investor. Further information can be obtained from the FSCS, www.fscs.org.uk.

Online Dispute Resolution

The European Commission has established an online dispute resolution ('ODR') platform to enable a customer who is a European Union ('EU') resident who purchased a product or service online to submit a complaint through a central European website. The purpose of the site is to ensure those complaints are passed to the appropriate independent dispute resolution service. The link to the ODR platform can be accessed at <http://ec.europa.eu/odr>.

If you are unhappy with the outcome of our investigation, the appropriate service is the Financial Ombudsman Service as set out above. Alternatively EU residents can use the ODR platform. If you decide to use the ODR platform, you will need the following information:

- our name: Seven Investment Management LLP
- our website address: www.7im.co.uk
- our address: 55 Bishopsgate, London EC2N 3AS
- our email: information@7im.co.uk
- our geographic address: United Kingdom.

Anti-money laundering

We have responsibilities under anti-money laundering regulations to verify your identity and the origin of your assets. We may need to make certain enquiries and obtain certain information from you for that purpose in accordance with our statutory obligations. You warrant that all information which you, or if applicable your Financial Adviser on your behalf, provides to us in relation to:

- your identity and verification of identity (including any additional information we may request from time to time); and
 - the origin of your assets,
- will be accurate, and accept that we may need to pass this information to Pershing or a third party, such as the FCA, Police, National Crime Squad, HMRC or any other relevant taxation authority, as well as third party managers of your investments where relevant, to comply with our reporting requirements.

You agree that 7IM and Pershing may retain all records of identity and verification of identity provided or undertaken in connection with these Terms for so long as 7IM or Pershing is required to comply with legal and regulatory obligations in relation to the retention of such records.

Credit checking

In connection with this arrangement, we may carry out credit checks with licensed credit reference agencies, which will retain a record of that search. In the event of your default, relevant details may be recorded with that agency. This information may be used by other stockbrokers, financial institutions, etc. in assessing applications for credit by you and members of your household, and for occasional debt tracing and fraud prevention purposes.

Confidentiality and data protection

7IM and Pershing may store, use or otherwise process (using computer systems or otherwise) personal data about you which is provided by you or on your behalf. Examples of personal data that we collect directly from you include your name, date of birth, national insurance number, tax residences, tax reference numbers, tax status details, contact details, address and financial information. You acknowledge that we may request further information regarding your identity and tax residency and status at any time (including after your account is closed). This further information may include information about the identity and tax residence of individuals associated with you where you are not an individual. You acknowledge that 7IM or Pershing, or the Nominee Company or Eligible Custodian which has custody of your investments, may be required to disclose this information and other personal and account data to the tax authority(ies) of your country(ies) of tax residence or HMRC, and otherwise cooperate with requests from such tax authority(ies). You agree to promptly inform us of any changes or updates in information provided to us (including any personal data).

If you provide information about a spouse or family member, you hereby confirm that you have obtained consent from that person to provide their personal data to us. Where your account is held jointly with another person or belongs to a family of accounts, we may disclose information about that account, which may include your personal data, to the other account holders unless you tell us otherwise.

In respect of an account opened with us for investments within a wrapper product, please also refer to the '**Investments within tax wrappers**' section of these Terms for details of the information that we will provide to both the underlying investor and the relevant provider of the wrapper product.

The purposes for which we and Pershing can store, use or process such personal information are providing investment and other services under these Terms, administering your account(s) and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes of credit and anti-money laundering enquiries or assessments, reporting to taxation authorities where required, as well as statistical data for research purposes.

7IM and Pershing are each registered with the United Kingdom's Information Commissioner's Office.

The information we and Pershing hold about you is confidential to you and will only be used in connection with providing services under these Terms. Information of a confidential nature (including personal data) will be treated as such, provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed outside the group of companies to which we or Pershing belong in the following circumstances:

- if required by law or if requested by any regulatory authority (including any tax authority) or exchange having control or jurisdiction over you, us or Pershing (or any respective associate);
- to investigate or prevent fraud, market abuse, tax evasion or other illegal activity (including disclosing confidential information to third parties who are directly involved in any such investigation);
- in connection with the provision of services to you by us or Pershing;
- for purposes closely related to the provision of the services or the administration of your account, including (but not limited to) for the purposes of credit enquiries or assessments;

- if it is in the public interest to disclose such information; or
- at your request or with your consent.

This is subject to a general proviso that we and Pershing may disclose your information to certain permitted third parties, such as members of our or Pershing's own group and professional advisers (including accountants and lawyers) who are subject to confidentiality codes.

Unless you tell us that you do not want us to use your personal contact details in this way, we may send you information about our products and services which we think may be of interest to you. Neither we nor Pershing will sell, rent or trade your personal information to any third party for marketing purposes unless you give your express consent.

You should note that, by signing your account opening documentation and accepting these Terms, you will be consenting to the sending of your information internationally, including to countries outside of the European Economic Area. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as the United Kingdom. We and Pershing will, however, always take steps to ensure that your information is used by third parties only in accordance with our respective data protection policies and procedures.

You are entitled to a copy of the information we or Pershing hold about you. We and Pershing are entitled by law to charge a fee of up to £10 to meet the cost of providing you with details of the information held about you. In the first instance, you should direct any such request to us by email to information@7im.co.uk. You should let us know if you think any information we or Pershing hold about you is inaccurate, so that we or Pershing can correct it.

You will not be entitled to request the destruction or deletion of any record about you unless we or Pershing are required to do so under law or regulation.

Changes to these Terms

7IM or Pershing may make changes to these Terms from time to time. We can do this for the following reasons:

- to conform with any legal or regulatory requirement, FCA Rule, Prudential Regulation Authority rule, HMRC rule or code of practice, or industry guidance, or with any change or anticipated change to the same;
- to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
- to allow for the introduction of new or improved systems, methods of operation, services or facilities;
- to reflect changes in market practice for services which are akin to our services and to maintain our competitiveness in the market place for such services;
- to reflect changes in how the London Stock Exchange or other relevant investment or regulated markets may work which may impact on the operation of your account(s);
- to reflect changes in investment/share dealing administration or other infrastructure facilities, systems or means of communication which impact on the provision and operation of your account and which are outside of our control;
- to proportionately reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;
- to reflect changes to services relating to your account supplied to us by third parties and which are outside of our control;
- to reflect changes in circumstances or the happening of any event which is outside of our control and which means that these Terms operate in a way which is unfair to you or our other account holders;

- to reflect changes in circumstances or the happening of any event which is outside of our control and which makes it impossible, impracticable or economically unviable for us not to make a change to these Terms, provided that any such change is not unfair to you or our other account holders;
- to remedy any errors, omissions or ambiguities which we may discover in the future;
- to otherwise make them clearer or more favourable to you; or
- for any other valid reason, subject to such change being proportionate to the circumstances giving rise to it.

We will give you at least 30 days' written notice of the changes unless it is impractical in the circumstances to do so. If we have not been able to give you such advance notice, we will endeavour to notify you as soon as is reasonably practical in the circumstances. You will not normally be required to sign new agreements or consent to proposed amendments which will take effect from the date specified in the notice, although we may require consent in certain circumstances. Where changes relate only to the provision of information or correcting typographical errors or are otherwise not to your disadvantage, we may provide notice of such changes on our website at www.7im.co.uk.

If you are not happy with any change, you may terminate your agreements with us and Pershing and close your account(s). Please refer to the '**Closing your account**' section of these Terms for further details.

Limits on 7IM's and Pershing's liability

Neither 7IM nor Pershing is responsible or liable to you for any failure, interruption or delay in performing our respective services or for any resulting losses you incur which are caused by, wholly or partly, events or circumstances outside the reasonable control of 7IM or Pershing. This includes (but is not limited to) delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is a result of factors outside the reasonable control of 7IM or Pershing, and this means that if the delay or inaccuracy is not 7IM's or Pershing's fault, then you cannot obtain redress from either of us. Factors that are outside the reasonable control of 7IM or Pershing, include (but are not limited to) an act of God, pandemics or other natural disaster, flood, fire, industrial disputes, the act or regulations of any governmental or other body, civil commotion, political crises, terrorist action, market conditions, any suspension or limitation of trading by any exchange or clearing house, any breakdown, failure or malfunction of any communication, settlement, computer or accounting system or equipment, or any failure, interruption or delay in the supply of data from a data provider. Furthermore, neither 7IM nor Pershing shall be liable for any losses you incur if we fail, interrupt or delay in performing our obligations in order to avoid damage to either 7IM's or Pershing's employees, property or reputation. In any of these (or other similar) circumstances, any or all of our and Pershing's respective obligations will be suspended until the event or state of affairs giving rise to the failure is remedied.

The liability of each of 7IM and Pershing (and where relevant our respective directors, officers, employees and agents) to you for any loss or damage which you suffer in connection with our or Pershing's services, or your agreements with each of us and Pershing, shall be limited to circumstances where any such loss or damage has arisen directly as a result of the negligence, fraud or wilful default of, or breach of FCA Rules by, 7IM or Pershing (or where relevant our or Pershing's respective directors, officers, employees or agents).

Neither 7IM nor Pershing shall be liable to you for any indirect or consequential losses (howsoever arising). Nor will 7IM or Pershing be liable for any loss that is a loss of profit or for any losses that arise from any damage to your reputation nor (where you are a business) for any loss of business. This means that 7IM and Pershing will each only be liable for losses that arise as a result of our respective negligence, fraud or wilful default or breach of applicable regulatory rules, and then only for any losses which (a) arise naturally from a breach of 7IM's or Pershing's obligations and (b) were reasonably foreseeable to 7IM or Pershing.

Pershing is responsible for the acts and omissions of any group company, including any group Nominee Company, to the same extent as for their own acts and omissions.

Nothing in these Terms shall be read as limiting or excluding any liability of 7IM or Pershing for death or personal injury or for any breach of FCA Rules.

Your obligations to reimburse (indemnify) 7IM and Pershing

It is important that you understand that you are responsible for making sure that neither 7IM nor Pershing suffers by reason of acting for you. In accepting these Terms, you agree to make good and reimburse (indemnify) each of 7IM and Pershing, after the deduction of any applicable taxes, for and against any liability, damage, loss, cost, claim or expense (including legal costs) which are caused by 7IM or Pershing providing services to you or any default or failure in the performance of your obligations. This would include (but not be limited to) any such loss resulting from:

- a failure by you to make a payment or delivery of investments when due;
- any defect in title or fraud or forgery in relation to any investments delivered to Pershing by you or on your behalf or in relation to any document or electronic information which appears to transfer such investments; or
- you providing us with incorrect information or not providing us with information which is required to be provided to us under these Terms.

You will not be liable to reimburse 7IM or Pershing against, and 7IM and Pershing will have no right to claim against you in respect of, the consequences to 7IM or Pershing caused by our or Pershing's own negligence, wilful default, fraud or breach of FCA Rules.

Your obligations to 7IM and Pershing in this section will continue to apply even if we or Pershing stop providing services to you and you transfer your account elsewhere.

Your right to cancel

You may cancel an agreement for any of our services within 14 days of commencement by giving us written notice addressed to:

Seven Investment Management
55 Bishopsgate
London EC2N 3AS.

If you do not exercise your right to cancel, you will not be able to cancel at a later date, but you will be able to terminate your agreements with us and Pershing and close your account(s) at any time by giving us notice. Please refer to the '**Closing your account**' section of these Terms for further details.

On receiving your notice of cancellation, we will return any money or investments which have already been transferred to the account we opened for you. This cancellation right does not extend to transactions we have carried out on your behalf before receipt of your cancellation

notice and, if transactions have been carried out, you will be liable for any price movements. You should also be aware that cancellation does not affect your liability for charges incurred in accordance with our Fees and Charges or charges reasonably incurred as a result of your cancellation notice, for example, in respect of transferring your investments. In addition, you may still be liable to pay your Financial Adviser for the advice or services that you have received. You will need to discuss payment of any outstanding charges with your Financial Adviser and settle these directly with them.

Termination

You may terminate your agreements with us and Pershing at any time by giving us notice that you want to close your account(s).

Should we wish to terminate our agreement with you, then we will (subject to what follows) give you at least 28 days' notice of our intention to do so.

7IM and Pershing will each have the right to stop providing services to you and close your account(s). This may occur, for example (but not limited to), if we or Pershing are obliged to stop providing services under any applicable law or regulation (such as anti-money laundering provisions), or if your liabilities in relation to your account and amounts owing to us or Pershing exceed or are likely to exceed the value of the assets Pershing holds for you. We will give you reasonable notice (which may be extremely short or immediate notice if reasonable in the circumstances) if 7IM or Pershing chooses to exercise this discretion, together with the reasons for this decision unless we or Pershing are prevented from doing so by some legal or regulatory constraint.

In the event of termination by you, us or Pershing, your account(s) will be closed. You will need to give us instructions for the return or transfer of your assets. Please refer to the '**Closing your account**' section of these Terms for further details.

Death

We need to receive formal notification in the event of your death. We will treat any surviving account holder(s) as entitled to the account. In the event of the death of the sole account holder, existing investments will continue to be held in your portfolios under these Terms, but money will not be able to be withdrawn (with the exception of payments for funeral expenses, or to HMRC for inheritance tax purposes, subject to our receipt of appropriate authority). Once we have received the grant of representation from your estate, we will act on the instructions received from the executor or administrator. We will not provide investment advice to the executor or administrator. We are not responsible for any losses to your portfolios during the period between your death and us receiving formal notice of it. Further, until we sell, redeem or transfer the investments, they will be subject to daily price movements as normal, and we are not responsible for any losses as a result of us not being able to operate your portfolios following your death.

Assignment

Your rights under these Terms are personal to you and your personal representatives, and you or they may not assign or transfer any rights and obligations entered into.

We may assign or novate the 7IM Agreement to any appropriately authorised member of our corporate group from time to time, or purchaser of all or substantially all of our assets or business involved in the performance of our services, by giving written notice to you.

Illegality

If any provision of these Terms or any part-provision is deemed by a court to be illegal, invalid or otherwise unenforceable for any reason whatsoever, that provision or part-provision will have no effect and to the extent required will be deemed to be deleted from these Terms. The validity of the remaining provisions or part-provisions of these Terms will be unaffected.

Governing law and jurisdiction

These arrangements will be governed by and construed in accordance with English law. You irrevocably agree to submit to the non-exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with these arrangements, and that accordingly any proceedings in connection with such a dispute may be brought in such courts.