



TAM ASSET MANAGEMENT LTD TERMS OF BUSINESS

THIS DOCUMENT IS IMPORTANT. YOU SHOULD KEEP IT SAFE. IF YOU REQUIRE ANY ADVICE IN RELATION TO IT YOU SHOULD SEEK ADVICE FROM YOUR LAWYER OR FINANCIAL ADVISER. YOUR ATTENTION IS PARTICULARLY DRAWN TO PART 7 OF THE FIRST SECTION WHICH IS HEADED "LIABILITY AND RESPONSIBILITIES".

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Part 1 Our Status and Purpose of these Terms

1.1 TAM Asset Management Ltd. (TAM) is authorised and regulated in the conduct of investment in the UK by the Financial Conduct Authority (the "FCA") with registration number 208243.

Our registered address is
City Tower, 40 Basinghall Street, London EC2V 5DE. Company No. 04077709.

The FCA's present address is
25 The North Colonnade, Canary Wharf,
London, E14 5HS.

www.fca.org.uk

1.2 These Terms set out the basis on which we will provide our services to you. This document along with the terms of business summary, investment proposal, client declaration and the information you and your adviser provide during the account set up process constitute the Investment Management Agreement (Agreement) between you and TAM. As outlined in the summary it is important that you read these Terms for your own protection.

1.3 This agreement will come into force once we have all your completed documents and the necessary verification checks have been carried out to our satisfaction. At that point we will be able to provide you with the investment management services as agreed. We are not obliged to provide any services before the commencement date nor before your assets are physically transferred into our control whichever is the later.

Part 2 Your Status

2.1 Under the FCA rules we are required to categorise each client we deal with. The categories are Retail Client, Professional Client or Eligible Counterparty. Each category has different levels of protection that type of client is entitled to. Unless we provide you with a specific notification to the contrary, for the purposes of this agreement, we have categorised you as a Retail Client as defined by the FCA and you are therefore entitled to the protections afforded to a Retail Client. If you would like more information on what this categorisation means please contact the compliance department by post or using the email address: compliance@tamassetmanagement.com

2.1.1 If we determine that you are more suitably classified as a Professional Client or Eligible Counterparty we will write to you to confirm this categorisation when your account is opened. Where we have categorised you as a Professional Client, you will be subject to less extensive regulatory protection and provisions of our Terms will apply to you as modified by Part 3 of these Terms. If you don't believe that this categorisation is accurate you can write to us and request to be categorised as a Retail Client. However we are not obliged to re-categorise you and we may decline to act for you. We may also on our own initiative re-categorise you as a Retail Client by notice in writing to you.

2.2 We ask you to confirm that you are acting as principal and for your own Account at all times in relation to the services provided by us. Please let us know if you wish to act in a different capacity, such as agent or trustee for another person, in which case we may need to ask you to provide additional documentation.

- 2.3 You agree, where you have opened an Account jointly with another person, that you and that other person will at all times be jointly and severally liable to us.
- 2.4 By signing up to the agreement for TAM to provide you with services you acknowledge that we may ask you to provide us with documents and additional information in order for us to provide these services. You agree to provide information as requested from time to time in order to enable us to comply with our regulatory and contractual obligations. Where you're acting in a representative capacity you confirm that you are duly and fully authorised to enter into these Terms and any transactions which may result from them.
- 2.5 You are also confirm that any information you provide to us or any competent authority is complete and correct. We require that you notify us immediately if there is any material change to such information.
- 2.6 We may access or rely on, either directly or through an independent third party organisation, electronic data sources for identify verification for prevention of money laundering and combating the financing of terrorism purposes.
- 3.1.2 Where we are required by the FCA Rules to assess appropriateness of a product or service for you, we shall assume that you have the necessary experience and knowledge to understand the risks involved in relation to the service or product. Where we are required by FCA Rules to assess suitability of a product or service for you, we shall assume that you have the necessary experience and knowledge to understand the risks involved in relation to the services or products, and are able financially to bear any financial risks associated with them, to the extent permitted by the FCA Rules.
- 3.1.3 If you fail to pay, we may without previous notice to you, sell or otherwise dispose of all or any such investment at such price and in such manner as we may in our absolute discretion think fit, and apply the proceeds of such sale(s) towards the costs incurred and then towards any amount due and outstanding; and
- 3.1.4 Professional Clients will not generally be eligible for the protection provided by the "Financial Services Compensation Scheme". More information about the scheme and on your eligibility under the scheme is available on request

Part 3 **Provisions Modifying These Terms for Professional Clients**

- 3.1 Where we have categorised you as a Professional Client, the following provisions of these Terms will not apply to you or will apply in modified form:-
- 3.1.1 Our obligations to you pursuant to our duty of best execution are modified to the extent permitted by the FCA Rules;

Part 4 **The Services We Will Provide**

- 4.1 The services we provide are limited to:-
- 4.1.1 Discretionary investment management; ISA Management Services; Safe custody of your investments. We will provide to you with those services as are specified in the Client Agreement. To make it easier to reference anything relevant to specific services are set out in the attached "Specific Sections". Please note that where we provide these services specified in this paragraph 4.1, we are not required to assess the suitability of the instrument or service provided to you and you will therefore, not benefit from the FCA Rules on assessing suitability.

- 4.2 Notwithstanding paragraph 4.1, we may decline to open any Account for you or any other person in our absolute discretion, and we may, also in our absolute discretion, decline to provide any service to you, or execute, any transaction instructed by you, in which case we will use reasonable endeavours to notify you of such decision.
- 4.3 We may delegate any of our operational functions or investment services (including critical or important functions or services) provided under these Terms to TAM Group Members and their associates, provided that we are satisfied that such a member is competent to perform or exercise the obligations or rights so delegated and has all relevant licences. Such delegation may amount to “Outsourcing” and we may provide information about you and your investments to any person to whom such activities have been outsourced, but our liability to you for all matters so delegated shall not be affected if we choose to do this.
- 4.4 We may, where reasonable, employ agents (including TAM Group Members and their associates) to perform any administrative, dealing or ancillary services (not covered by paragraph 4.3 above) required to enable us to perform our services under these Terms. We will act in good faith and with reasonable skill and care in the selection, use and monitoring of agents.
- 5.2 The FCA requires financial institutions to arrange adequate protection for clients' assets. Where we act as custodian for a particular investment they will be held by us as Custodian in accordance with the Custody Rules, and will be registered in the name of and held by a Nominee or another nominee company as permitted by the FCA's Custody Rules. In the main your investments will be held by Pershing Securities Limited who are a Custodian appointed by us. Their terms are outlined separately in the Pershing section below
- 5.3 In exceptional circumstances, we may hold your securities and register them in our name or in the name of a Custodian only where, due to the nature of the law or market practice of an overseas jurisdiction, it is in your best interests to do so or it is not feasible to do otherwise. If securities are registered in our name, you understand that (i) your investments may not be segregated from our own investments, (ii) your securities may not be as well protected from claims made on behalf of the general creditors in the event of a default by us, (iii) you consent to your investments being so held in such circumstances, and (iv) the consequences of your giving such consent are at your own risk. Subject to paragraph 5.4, we shall only deposit your investments with a Custodian in a jurisdiction which specifically regulates and supervises the safekeeping of investments and with a Custodian who is subject to such regulation. Please let us know in writing if you object to your securities being held in this manner, or in the manner set out in paragraph 5.2, so that we may agree different arrangements.

Part 5 **Your Money and Your Investments**

- 5.1 The FCA requires financial institutions to hold clients' money on trust in accordance with its “Client Money Rules”. In particular, a financial institution is required to ensure that clients' money is segregated (i.e. kept separate from its own money).
- 5.4 Your investments will not be deposited with a Custodian in a country outside the EEA which does not regulate the holding and safekeeping of investments unless the nature of the investments or of the services connected with them requires these to be deposited with a third party in that country.

- 5.5** Custodians with whom we may hold your investments may include Custodians who are TAM Group Members.
- 5.6** We will undertake an appropriate risk assessment, and will exercise due skill, care and diligence in the selection of any Custodian before we hold your investments with such Custodian or arrange registration of your investments through such Custodian. However, we will not be liable for the default of any Custodian, depository or Nominee, save that we will be liable: (i) to the extent that such default arises as a result of our own fraud, proven negligence or wilful default; and (ii) for the fraud, proven negligence and wilful default of a Nominee.
- 5.7** We may only realise your investments in the event of your default as described in paragraph 14 of these Terms.
- 5.8** We will be responsible for claiming and receiving dividends, interest payments and other entitlements accruing to you in respect of investments held in custody with us, and funds received by us will be credited to your Account. We will not be obliged to pass on fractional rights accruing to you by making a payment or delivery to you if the aggregate amount due to you is less than £5 or if the value deliverable to you is less than £5.
- 5.9** Where we hold your investments, the exercise of conversion and subscription rights, rights as regards takeovers, other offers and capital reorganisations, and exercise of voting rights relating to your investments held in custody with us ("Corporate Actions"), will, subject to our Conflicts of Interest Policy, be undertaken on the following basis:-
- 5.9.1** All Corporate Actions will be exercised, or not exercised, in our absolute discretion, and you agree to ratify and be bound by our decisions.
- 5.10** Where your balance has been pooled with the balances of our other clients, your entitlements to shares and other benefits arising from Corporate Actions will be distributed on a pro-rata basis or in any other manner as we may in our absolute discretion think fit. In particular, where investments are held by a Nominee, certain benefits may be averaged between all our clients.
- 5.11** We will have no responsibility or obligation for the participating in or processing of class actions or similar matters but may so participate if, in our absolute discretion, we see fit to do so.
- 5.12** If you request from us in writing, we will make such arrangements as are practicable for you to be able to receive copies of the annual report and accounts of any company, concern or unit trust in which you have an investment. This is a chargeable service so please enquire about a quotation for costs prior to your written request.
- 5.13** If you request from us in writing, we will make such arrangements with such companies, concerns or unit trusts as may be practicable (including the lodgement of appropriately completed proxy forms) to enable you to:-
- 5.13.1** Attend a meeting of or convened by such companies, concerns or unit trusts;
- 5.13.2** Exercise the voting rights conferred by the holding of the relevant investment at such meetings; and/or
- 5.13.3** Receive copies of documents (in addition to the annual report and accounts referred to above) issued by such companies, concerns or units trust.

- 5.14** We may pool your investments with those of our other clients. This means that your individual entitlements may not be identifiable by separate certificates, other physical documents of title or equivalent electronic records, and, in the event of a shortfall following the insolvency of a Custodian, you would share in that shortfall in proportion to your original share of the investments in the pool. This also means that we may return to you certificates or other evidence of title which are not the same certificates or evidence which were originally deposited in your Account.
- 5.15** We will have no right to lend, pledge or use for our own account your investments unless you and we agree in writing in accordance with the FCA Rules.
- 5.16** We will not charge any fees or costs for holding your investments in addition to those specified in our published Schedule of Fees & Charges.
- 6.3** Under this discretionary agreement we will not generally act on any instructions to purchase or sell investments or action in respect of rights issues or other capital changes and rights accruing in respect of investments held in custody.
- 6.4** Where you instruct TAM to make changes to your account such as risk profile updates, withdrawals or closures you accept that those instructions are deemed to have been given at the time they are accessed by us, not when they were sent. Therefore you should be careful when transmitting urgent, time sensitive and/or confidential communications.
- 6.5** You acknowledge that e-mails are not secure and you accept the risk of malfunction, viruses, unauthorised interference, misdelivery or delay (if, for example, the addressee at our offices is not available).
- 6.6** Please be aware that we may rely on any instructions which purport to have been given by you, and we may decline to act on instructions given by you if we reasonably believe them to have been given fraudulently or in any other unauthorised manner. In the case of joint Accounts, we may accept instructions which purport to come from any of the signatories specified in writing by you unless otherwise specified by you. Once given, instructions can only be revoked with our agreement.

Part 6 **Instructions, Notices and Other Communications**

- 6.1** For your safety and account security we will only accept instructions from you in writing (including by email & facsimile). If you wish to authorise any third party to give instructions on your behalf, please note this in the account opening forms or give us signed written notice to that effect at any later date.
- 6.2** We are generally unable to make payments or transfers to third parties (except where such payments or transfers are made in the normal course of settling transactions or fees agreed by you in the account opening forms). We may in our absolute discretion refrain from acting on a third party payment request following assessment as to the suitability and appropriateness under AML regulations and taxation laws.
- 6.7** On proof of death of any joint Account holder, the surviving joint Account holders will be the only person or persons recognised by us as having any ownership of, or interest in, the Account. Please let us know in writing if you want us to make alternative arrangements.
- 6.8** All instructions, statements and other communications in writing between us will be given by hand or will be sent to the following addresses:-

- 6.8.1** If to you, to any of the addresses set out in the Client Agreement or, subject to the provisions of this Part 6, our express agreement and the FCA Rules, to an e-mail address provided to us by you in writing specifically for the purpose of receiving statements and other notifications from us in relating to your Account(s); and
- 6.8.2** If to us, to the office which deals with your affairs unless in either case written notice of change of address or e-mail address has been given to the other party.
- 6.9** You agree that all statements are to be delivered to you via our online portal. You can request a hard copy statement (which is a chargeable service) and it will be sent to you at the address specified in accordance with paragraph 6.8. For joint Accounts, we can only send valuations and statements to one party which by default is the first named party on the Client Agreement. You can of course send a written request to have this changed to a party of your choosing.
- 6.10** All telephone conversations are recorded. This is for training, monitoring and compliance reasons and they can be called upon in case of any legal action. We may telephone you to discuss investment opportunities or further investments services which we may be able to provide to you.
- 6.11** Please note that both you and TAM are responsible for checking the accuracy of statements, valuations and other documents. If there appears to be any inaccuracy you should notify us immediately.

Part 7 **Liability and Responsibilities**

- 7.1** Nothing in this Part 7 will restrict or exclude any obligations owed by us to you under the FCA Rules or will require you to indemnify any person where the granting of such indemnity would be contrary to the FCA Rules. You will only be responsible to the extent permitted by applicable law and the FCA Rules.
- 7.2** We accept responsibility for any loss, damages or costs suffered or incurred by you only to the extent that such loss arises directly from our negligence, wilful default, fraud, and/or our deliberate and wilful breach of any duties which we owe you under FSMA, FSMA regulations or FCA rules. We will not be liable for any other losses, damages or costs suffered or incurred by you.
- 7.3** We do not accept liability for any loss, damages or costs you may incur as a result of a cause beyond our reasonable control.
- 7.4** Where a loss has occurred as a result of TAM acting on instruction which we believe to have genuinely been given by you through a fax or by e-mail we will not be liable for that loss so long as we used reasonable endeavours to establish whether such instruction was in fact given by or authorised by you.
- 7.5** We will ensure that during the appointment of custodian, counterparties, agents and other third parties reasonable care is taken in their assessment. We accept responsibility for and loss, damages or costs incurred by you only where these arise from our, negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible in any other circumstance for the actions of any such third party.

- 7.6** All tax matters relating to your own tax position are you and your adviser's (where applicable) responsibility and TAM have no responsibility towards you with regard to your personal tax position
- 7.7** You will indemnify us against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisers' fees) arising from your breach of this agreement, negligence, wilful default or fraud.
- 8.1.5** Sponsoring or underwriting a new issue involving the investment that you are buying or selling.
- 8.2** Our independence policy prevents us from using confidential information held about one client for the benefit of another client.
- 8.3** We may not be able to execute a transaction if we or a TAM Group Member holds any information relevant to that transaction which we or our employees are under any contractual, fiduciary, statutory or other legal or regulatory duty not to disclose.

Part 8 **Material Interests and Conflicts of Interest**

- 8.1** Your attention is drawn to the fact that when we provide investments services, we, an associated company or some other person connected with us (collectively "Affiliates") may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. We have procedures to identify and manage conflicts of interest and a Conflicts of Interest Policy. Notwithstanding the foregoing, the following conflicts may arise:
- 8.1.1** An investment may be made in TAM Group Member's collective investment schemes (if applicable);
- 8.1.2** We operate a fair allocation policy to deal with scaled-back subscriptions to public offers which may on some occasions operate to your advantage and on other occasions to your disadvantage;
- 8.1.3** Investment may be made, subject to the requirements of best execution and suitability, in securities of a company for which we act as financial adviser or broker;
- 8.1.4** Having a holding or a dealing position in the investment concerned; and/or
- 8.4** We may effect without notice transactions for you notwithstanding that we or any associated company may have a direct or indirect material interest or relationship with another party involving a conflict with our duty to you, subject to the best execution and suitability (to the extent applicable) requirements to you.

Part 9 **Fees**

- 9.1** You will remunerate us on a Fees and charges basis. Our charges will be in accordance with our published Schedule of Fees & Charges in force at the time they are incurred unless otherwise agreed between us in writing. Our Schedule of Fees & Charges is part of your Terms and can be found at the fees page of our website. We reserve the right to change these rates from time to time and will notify you at least 30 calendar days before the time of change. The charges are subject to any applicable value added tax.
- 9.2** In the event of your Account being transferred, withdrawn or terminated, charges will be payable until the date of notification of transfer, withdrawal or termination and a charge to cover transaction costs may also apply. We reserve the right to pass on any charges imposed by any third parties incurred by any transfer, withdrawal or termination.

- 9.3 Any charges due to us (or agents used by us), plus any applicable value added tax, may after notice to you be deducted from any funds held by us on your behalf or, at our discretion, will be paid by you as stated in the relevant contract note or advice.
- 9.4 Annual management charges are normally charged monthly in arrears and based on the value of your Portfolio at the time of charging.
- 9.5 Management charges in relation to ISAs will be levied on the same monthly basis. Pro-rata amounts will be charged for any part of a month for which the Account is open.
- 9.6 Upon the transfer, withdrawal or termination of the ISA, the amount of any pro-rata management fee that has accrued up to the date of such transfer, withdrawal or termination will be paid from monies then available within the ISA or by you separately.
- 9.7 If there are insufficient fees to meet the fees due, we may either sell assets from your account to cover those charges or debit them from any other investment held by us or our appointed nominees on your behalf.
- 9.8 Other taxes or costs may arise and be payable that are not paid via us or imposed by us.

Part 10 **Inducements**

- 10.1 We may pay (or receive from third parties), fees in relation to referrals of business.
- 10.2 We may receive payment from or share charges with a third party. Further information about such payments or shared charges is available on request.

Part 11 **Amendment and Assignment**

- 11.1 We shall be entitled to amend any provision of these Terms when there is a change in regulation, law, practice or custom or as a consequence of the manner in which the TAM Group is structured or authorised or does business (including non-material and/or procedural or technical changes to the services provided under these Terms) and we shall notify you of any such change by giving you notice in writing in good time, such amendment to take effect upon the date set out in such notice, provided that no amendment to take effect on less than 30 calendar days' notice to you. You may not amend these Terms without our prior writing consent.
- 11.2 We may assign at any time, by giving you notice in writing, any or all of our rights and obligations under these Terms to any member of the TAM Group (or any other third party) provided that such assignee is competent to perform or exercise the obligations or rights so assigned and has all relevant licences. Upon such assignment, all reference in these Terms to "we", "our" or "us" will be construed as references to the assignee and not to us. You may not assign any part of these Terms without our prior written consent.

Part 12 **Termination**

- 12.1 These Terms may be terminated, and your Account closed, upon either party giving the other not less than [30] days written notice except that we may only terminate and close a Discretionary Account upon written notice, provided that all the liabilities and responsibilities contained in the provisions of Part 7 shall continue in full force after termination.

12.2 Termination of these Terms shall be without prejudice to transactions which instructions have already been given or transactions which have already been initiated. Transactions in progress will be settled in the normal way notwithstanding termination of these Terms.

Part 13 **Default Remedies**

13.1 Where we are legally entitled to do so in the event of your failure to make any payment or to deliver any securities due to us (or agents used by us) we reserve the right to retain any funds, securities or other assets due to you and to offset the liability against them.

13.2 If you fail to pay:

13.2.1 We may charge you interest on any amount due and outstanding at a rate of 3% per annum above the published rate of Barclays Bank Plc or any successor, such interest to accrue on a day to day basis.

13.2.3 Any investments at any time held by us or a Nominees or Custodians for your Account will be and remain continuing security for the outstanding payment, including, without limitation, contingent indebtedness, interest charged and any costs and other charges incurred by us in obtaining or attempting to obtain payment from you or enforcing this security.

13.3 You agree that, as your agent, we may execute any transfer of securities or other documents, give any necessary instructions and generally act for the purpose of giving us or a Nominees the full benefit of the provision of this part 13.

Part 14 **Dealing and Settlement**

14.1 We have in place a Best Execution Policy which applies where we execute orders on your behalf or receive or transmit orders to other entities for execution for your Account. A summary of the Best Execution Policy will be provided to you upon request.

14.2 We may pool (aggregate) and subsequently execute your orders with orders for other clients account collectively where we reasonably believe that aggregation is in the overall best interest of our clients and that such aggregation is unlikely to work overall to your disadvantage. This may nevertheless operate on some occasions to your disadvantage.

14.3 Where we have authority to effect transactions or take steps on your behalf we may agree such reasonable terms as we think fit with the counterparty or other person involved (which may be TAM Group Member) and for that purpose we may:

14.3.1 Give representations and warranties on your behalf;

14.3.2 Execute agreements, confirmations, terms of business, master documentation and enter into any contractual arrangements binding on you; and

14.3.3 Take any steps in accordance with market practice or custom as we think fit for the purpose of effecting or settling those transactions, and all such matters will be binding on you.

- 14.4** You authorise us to execute your instructions or transfer funds by any means we consider suitable, including bank channels, electronic or manual funds transfer system mail, courier or telecommunications services, and other methods. You agree that we may, without prior notice to you, use the services of any institution, exchange or correspondent bank in carrying out your instructions and that we reserve the right to pass on their charges. You agree to be bound by the rules and regulations that govern that applicable exchanges, funds transfer systems, or institutions and to accept their normal charges. You understand that none of these is our agent, and that we are not responsible for their acts or omissions.
- 14.5** You authorise us to conduct any foreign exchange transactions we deem necessary or reasonably incidental to carry out your instructions or protect our rights under these Terms, and you agree to assume all risks associated with foreign exchange and currency conversion.
- 14.6** For the purpose of settling any of your debts to us in one currency we may convert any of your assets or monies held in another currency at the prevailing spot, or (as appropriate) forward, selling rate of exchange.
- 14.7** If we receive money in a different currency from that in which the Account is held, we may convert it into the currency of the Account at the rate of exchange applied by us or our custodian at that time to such transactions.
- 14.8** We have an obligation to deliver investments purchased for you or to hold them for your Account and to pay to you or hold for your Account any proceeds of sale of investments. However, these obligations are conditional on receiving from you or holding in your Account the required funds to pay for purchases, or the necessary documents to satisfy delivery of sales. These obligations are also dependent on receiving the appropriate documents or funds from any other parties to the transactions concerned.
- 14.9** You have an obligation to pay us the amount due to settle any purchases, over and above any available funds that we may hold on your behalf, and to deliver to us any necessary documentation required to satisfy delivery of sales, over and above those already held by us on your behalf, such payment and delivery to be made by the settlement date.
- 14.10** If we credit your Account with the receipt of investments, cash or other assets before their actual receipt, we may reverse such credit at any time before actual receipt and charge you such amounts by way of interest or otherwise to put us in the position we would have been in had the credit note been made.
- 14.11** We may debit your Account with investments, cash or other assets on or before the date they are due to be transferred to a third party even though actual settlement has not yet occurred. We may reverse such debit at any time before actual settlement.
- 14.12** You accept that you may not rely on any such debit or credit until actual settlement. The procedures described in the two preceding paragraphs are of an administrative nature and do not amount to an agreement by us to make loans or investments available to you.
- 14.13** Settlement and payment for investments received (including currency transactions) and for delivery of investments out of custody may be effected by us in accordance with customary or established practices and procedures in the jurisdiction or market concerned, including without limitation, delivering any investments against a receipt with the expectation of receiving later payment and other procedures not involving the simultaneous exchange of investments and payment.

- 14.14** If an item is returned to us unpaid or there is an operational error, we may reverse entries and correct errors made in any documents without prior notice to you. We will not be responsible for any direct or consequential loss, cost or expense which you may suffer as a result (except for the direct loss, cost or expense caused by our negligence) and any resulting overdraft will be your responsibility.
- 14.15** If, pursuant to your instructions, we debit your Account or issue cheques on your account, against funds which appear on your Account but are not cleared funds, you will reimburse us fully and be responsible for any debts, costs or losses that arise.
- 15.4** If we exercise discretion to acquire units in regulated collective investment schemes within a Discretionary Account operated by us for you, we are not required to provide you with key features documents related to those schemes.
- 15.5** If we deal for you, exercise discretion on the purchase or sale of regulated we will do so on a Fees plus Charges basis. We will charge our normal dealing charges for such purchases or sales. It is our policy to purchase the best value units for our clients, and we will normally seek to purchase institutional or RDR Class units where possible.

Part 15 **General**

- 15.1** We will not act in discretion or otherwise hold or exercise the voting rights for shares in any company that we may notify to you from time to time.
- 15.2** Where we are managing investments for you contract notes for the relevant transactions are available to view and print via our web delivery system. We recommend that you print off whatever you require for your records. We will not send out contract notes to you on a transaction by transaction basis. We will supply on reasonable notice from you information contained in contract notes and entries in our records relating exclusively to you or your transactions. We will maintain such transaction related records for a period of five years from the date of the transaction.
- 15.3** You agree to settle all outstanding transactions upon termination of these Terms or upon your death or incapacity and you acknowledge that our responsibility for providing discretionary will terminate in such cases.
- 15.6** Nothing in these Terms will restrict our duties under the FCA Rules or the Financial Services and Markets Act 2000.
- 15.7** We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS in the event that we have stopped trading or are declared to be in default and we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. The FSCS offers different levels of cover for different types of business. Most types of investment business are covered currently for 100% of the first £50,000. More information about this scheme and on your potential eligibility to benefit is available from the FSCS (www.FSCS.org.uk)
- 15.8** If you do not wish us to bring to your attention additional services please give us written notice to that effect. Unless you do so, we may pass information to other TAM Group Members if we believe that they provide additional services which may benefit you.
- 15.9** We may also tell you about other companies' services and if you respond positively, you may be contacted by those other companies.

- 15.10** Your Personal Data obtained by us for the provision of services under these Terms, and throughout your relationship with us, will be processed for the purposes of:
- 15.10.1** Confirming your identity, including for the purposes of confirming your identity as part of our responsibilities to prevent fraud and other crimes. We may use a credit reference agency to do this, which will record that a search has been made.
 - 15.10.2** Administering any services provided to you under these Terms; and
 - 15.10.3** To comply with any requirement of law, regulation, FCA Rules, or good practice, whether of the UK or elsewhere.
- 15.11** Your Personal Data may be disclosed: -
- 15.11.1** In the circumstances set out in 15.16; or
 - 15.11.2** If we or any person to whom your Personal Data is disclosed under condition 15.10 as a right or duty to disclose your Personal Data, or are allowed or compelled by law or have our consent to do so.
- 15.12** We operate globally, and therefore your Personal Data may be transmitted to, and processed and disclosed as outlined above in, any country in which we conduct business or have a service provider. Some countries to which your Personal Data might be transferred do not have a data privacy law. We will take all reasonable care to ensure that our service providers keep your Personal Data safe and secure.
- 15.13** You have certain rights of access under the Data Protection Act 1998 to personal data held or processed by us or on our behalf. Further details of these rights are available on request. We reserve the right to charge for providing such access.
- 15.14** Unless otherwise indicated, your Personal Data collected is necessary to enable us to provide the services under these Terms. Failure to provide requested information may mean that we are unable to provide the requested services.
- 15.15** Neither we nor any TAM Group Member will be obliged to disclose to you or to take into consideration information in its possession:
- 15.15.1** The disclosure or use of which might be a breach of duty or confidence; or
 - 15.15.2** Of which the individual managing your Portfolio or advising you is unaware.
- 15.16** We will keep all your information confidential, except that we may disclose such information:
- 15.16.1** Where we are bound or entitled to disclose it under compulsion of law or where requested by regulatory agencies;
 - 15.16.2** Where there is a duty to the public to reveal the information;
 - 15.16.3** To our professional advisers where reasonably necessary for the performance of our professional services;
 - 15.16.4** To any TAM Group Member where such disclosure is in good faith and is reasonably intended to assist in the performance of obligations in connection with these Terms or other legitimate business purposes;
 - 15.16.5** To any agents appointed in accordance with these Terms and to any depositories, clearing or settlement system, account controller or other participant in the relevant system where such disclosure is reasonably intended to assist in the performance of obligations in connection with these Terms;

- 15.16.6** To counterparties where disclosure is reasonably intended for the purpose of effecting transactions in connection with these Terms of or establishing a dealing relationship with a view to such transactions; or
- 15.16.7** Where we have your permission to disclose the information.
- 15.17** If you have any complaints, these should be directed to the Compliance Officer whose address is available on request. Your complaint will be dealt with in accordance with our “Complaint Handling procedures”. A copy of a summary of such procedures is available on request and will be provided by us to you on our acknowledgment of your complaint. You may also be entitled, subsequently, to complain directly to the UK Financial Ombudsman Service, which is an independent service set up by law to resolve disputes between consumers and financial institutions. More information on this service is available on request.
- 15.18** We reserve the right to re-dominate the currency of your Portfolio into any currency, if required to do so by law or prevailing market practice.

Part 16 Risk Warnings

- 16.1** Your attention is drawn to the specific and general risk warnings in this Part 16. These Terms cannot disclose all the risks and other significant aspects of the investments relating to the service provided to you.
- 16.2** Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following specific risk warnings: -

(a) Equity Securities

Investments may include equity securities and equivalents of issuers in multiple jurisdictions, including issuers in emerging markets, of any market capitalisation (e.g. small, mid or large). Equity securities may include common and preferred stocks and warrants and equivalents (including convertible securities). As a result of investments in equity securities, your Portfolio will be exposed to the risks typically associated with equity investing. These risks include the general risk of broad market declines and specific risks relating to an issuer, such as management performance, financial leverage, financial position, industry problems and reduced demand for the issuer’s goods or services.

(b) Fixed Income Securities

When we manage the investments in your Portfolio, we may invest in fixed income securities of corporate and government issuers in multiple jurisdictions. Such fixed income securities are not required to satisfy any minimum rating standard and may include instruments that are in poor standing and that have predominantly speculative characteristics with respect of the issuer’s capacity to pay interest and repay principal.

Fixed income securities are subject to the risk that the issuer may default on the payment of principal and/or interest. The prices of fixed income securities are adversely affected by changes in interest rates and thus are subject to the risk of market price fluctuations. In addition, changes in the credit ratings of a fixed income security or in the perceived ability of the issuer to make payments of principal and interest also may affect the security’s market value.

(c) Hedge/Alternative Funds

We may invest in hedge/alternative funds and funds of hedge funds.

Hedge/Alternative funds are established in jurisdictions where no or limited supervision is exercised by regulators. Hedge/Alternative funds may use investment techniques such as leverage, short selling and the use of derivatives that are unavailable to, or generally are restricted with UK authorised collective funds. Many hedge/alternative funds are run as small boutiques and investors are not compensated for taking on operational risk. Hedge/alternative funds must have sufficient liquidity to capture investment opportunities that arise at the most advantageous time and therefore some funds may impose lock in periods and delayed redemption periods when funds may not be sold. Hedge/alternative funds generally cannot be traded on the secondary market. Hedge/alternative funds are under no obligation to provide performance statistics or follow valuation procedures which are considered prudent by regulators. This has in a small minority of cases given rise to fraud.

The regulatory environment for hedge/alternative funds is evolving and changes therein may adversely affect the ability of the fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held in the fund. The effect of any future regulatory or tax change on the investments is impossible to predict.

Funds of hedge funds are collective investment vehicles (sometimes quoted investment trusts), managed by dedicated investment professionals who invest across a number of underlying hedge fund strategies. Funds of hedge funds aim to offer investors diversification across manager styles and therefore attempt to lower the degree of hedge fund specific risk. Hedge fund managers are responsible for evaluating hedge fund strategies, identifying and selecting managers and performing due

diligence and the ongoing monitoring of funds.

(d) Property Funds

We may invest on your behalf in property and land through holding investments in property funds. These can be difficult to sell so you may not be able to sell/cash in this investment when you want to. We may have to delay acting on your instructions to sell your investment. The value of property is often a matter of a valuer's opinion rather than fact.

(e) Cash Items

We may invest a portion of your assets in the Portfolio in cash or cash items. These cash items must be of high quality and may include number of money market instruments such as securities issued by national governments and agencies thereof, bankers' acceptances, commercial paper, and bank certificates of deposit.

(f) Suspension of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

(g) Emerging Markets

Investments in emerging markets may expose investors to risks not typically associated with similar investments in more developed markets. The classification of a country as an "emerging market" is generally based on the relative economic, political and social development and is by necessity subjective. Some of the risks associated with emerging markets are similar to those affecting more developed economies but the undeveloped nature of an emerging economy may mean that they are more pronounced or have a longer and deeper effect.

Country risk covers such factors as natural disasters which may have a greater effect on the economy and financial systems of an emerging market. The less well developed financial systems may mean that financial instability is more common and may be

more exaggerated both by internal factors such as inflation or external factors such as changes in currency values. Many emerging markets experience rapid and significant changes in political control which may result in unpredictable changes in economic policy. Settlement, custodial and clearing systems may not be fully developed and investors may be subject to political intervention or risks arising from less developed systems and standards. Emerging companies may not be as economically stable as companies in more developed countries and as well as potentially subject to political intervention may have enhanced risk in terms of failure to meet their obligations.

(h) Commodities

Investments in commodities whether by funds or via companies substantially involved with them may expose investors to risks not typical of other investments. Companies associated with commodities and the funds invested in them may have assets in less developed countries which have political, legal and social systems that are less stable than those found in developed countries or markets. The assets of the companies, the commodities and derivatives associated with them may be subject to or affected by conditions such as drought, flood, weather, disease, trade embargo, war or political unrest etc which may substantially affect their value. Commodity funds may hold physical assets which may not be insured and subject to risks associated with high value items.

(i) Illiquid Investments in General

Where we reasonably believe that such course of action is in your best interests, we may occasionally enter into transactions on your behalf in investments which are not readily realisable. It may be difficult to sell these investments at a reasonable price and, in some circumstances; it may be difficult to sell such investments at any price. It may also be difficult to assess a proper market price of such investments. We strongly recommend you to consider carefully and let us know whether such investments are not appropriate in the light of your financial circumstances, in addition to investments in property, further examples of such investments are

available on request.

(j) Investments Affected by Stabilisation

Where we reasonably believe that such course of action is in your best interests, we may deal for you in investments whose market price may be affected by stabilisation.

“Stabilisation” enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes on to the market for the first time, the price can sometimes drop for a time before buyers are found.

Stabilisation is carried out by a “Stabilisation Manager” (normally the firm chiefly responsible for bringing a new issue to the market). As long as the Stabilising Manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

The fact that a new issue or a related security is being stabilised should not be taken as any indication on the level of interest from investors, nor of the price at which they are prepared to buy the securities.

(k) Gearing

Where we reasonably believe that such course of action is in your best interests deal for you in securities which may use Gearing. For such securities which (a) are either listed in the UK under the rules made by the UK Listing Authority (or any successor to that body) or issued by an investment trust and listed in an EEA state other than the UK; and (b) are issued by an issuer that either uses or proposes to use Gearing as an investment strategy or invests or proposes to invest in securities where the issuer of such securities uses or proposes to use Gearing as an investment strategy; and (c) are likely to be subject to fluctuations in value which are significant

compared with the likely fluctuations in value of the underlying investments. We are required by the FCA Rules to give you the following warning:

“The strategy which the issuer of such securities uses or proposes to use may result in:

- (1) Movements in the price of the securities being more volatile than the movements in the price of underlying investments;
- (2) The investments being subject to sudden and large falls in value; and
- (3) You getting back nothing at all if there is a sufficiently large fall in value in the investment.”

(I) No Investment During Withdrawal Periods

You acknowledge that there may be a period during the set-up of your Account where withdrawal periods apply and where your funds may not be invested by us. Where this is the case, there will be a risk that markets may move against you. We will not be liable for any consequence of market movements in such a situation where the delay in investment results from a withdrawal right that we are obliged to provide to you or from any other cause beyond our direct control.

Part 17 **Governing Law**

- 17.1** These Terms will be construed in accordance with English Law. You agree that the Courts of England are to have exclusive jurisdiction to hear proceedings arising out of or in connection with these Terms, and for this purpose you agree:
- 17.1.1** to submit to the jurisdiction of the English Courts; and
 - 17.1.2** not to bring proceedings in any other jurisdiction.

Part 18 **Third Party Rights**

- 18.1** A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Part 19 **Cancellation Rights – These Terms**

- 19.1** **Discretionary clients have no right of cancellation.**

Part 20 **Overall Investment Objective and Risk**

- 20.1** Our investment policy is generally risk averse within the equity and bond markets and is normally based on a five year time horizon, but you should appreciate that the value of investments, and the income from them, can rise and fall. So that we can meet our responsibilities to your investment needs we ask you to tell us your broad investment objectives and the degree of risk acceptable to you and your knowledge and experience in the financial services field. These requirements will be applied to the investments in your Portfolio as a whole, and not necessarily to individual investments. The descriptions of investment objectives and risk given below are very general; in practice, within the broad parameters described, investment policy or advice will reflect your manager’s understanding of your more specific objectives, attitudes to risk, knowledge and experience and financial circumstances. You agree to notify us promptly in writing of any change in your investment objectives, attitude to risk, knowledge, experience and financial circumstances. If you choose not to supply all the information requested in the Client Agreement and Client Profile and/or notify us of all changes, we may not be able to provide any investment advice to you or to exercise discretion in a suitable manner.

DISCRETIONARY INVESTMENT MANAGEMENT

Part 1 **Your Investment Objectives**

- 1.1 When managing your Portfolio on a discretionary basis we will have regard to your general investment objectives and degree of risk indicated by you in the Client Agreement. These requirements will be applied to the composition of your Portfolio as a whole and not necessarily to individual investments within it.
- 1.2 In the absence of any other indication, we will assume an investment objective of a balance between capital growth and income involving a medium degree of risk.
- 1.3 We will assume that there are no investments or types of investment that you wish us not to purchase for you or markets on which you wish us not to execute transactions for you other than any you have indicated in the Client Agreement. We will also assume that our discretion is not subject to any restriction on the value of any one investment or the proportion of the Portfolio which any one investment or any one kind of investment may constitute. Subject to this, or to any limitations specified by you in the Client Agreement or subsequently, in accordance with the terms herein, we may deal in any investments and on any markets within the meaning of the FCA Rules and we may also be subject to other restrictions and other provisions in these terms.

- 1.4 We may accept written requests (including by electronic means) from you in relation to the holding, buying or selling of any given investment within your discretionary Portfolio. Such requests will not be regarded as execution only transactions or as in any way limiting or amending the discretionary mandate provided by you to us. We will exercise our discretion in implementing your request, and where your request is implemented, this will be done in the normal course of our operation of your Discretionary Account. In the event that we do not feel that your request is appropriate given the overall management or operation of your discretionary Portfolio, we may create a separate Account under new Terms which is suitable for the investment proposed by you.

Part 2 **Reporting and Accounting**

- 2.1 Provision of your periodic statements can be accessed via our web delivery system and we recommend that you print them off every six months to keep for your records. Statements contain such information as specified by the FCA Rules subject to the following exceptions:
 - 2.1.1 You are entitled to request to receive a periodic statement every three months and we shall provide such periodic statement to you upon request although we recommend you utilise the web reporting system for ease. All requests should be submitted in writing; and
 - 2.1.2 Where you elect to receive information about executed transactions on a transaction-by-transaction basis, we shall promptly send you a notice confirming the execution of the order in accordance with the FCA Rules;
 - 2.1.3 No later than the first business day following that execution; or

- 2.1.4 if the confirmation is received by us from a third party, no later than the first business day following receipt of the confirmation from the third party.
- 2.1.5 Subject to clause 2.1, statements of account showing cash movements are constantly available to you via our web delivery system and we advise that you print off a copy six monthly to keep for your records.

Part 3 Valuation of Your Portfolio

- 3.0 Valuations will be based on prices obtained from exchanges and other pricing services which we consider appropriate but otherwise we bear no responsibility for inaccurate valuations. We will, of course, use reasonable endeavours to verify the accuracy of such valuations. Valuations will include a measure of performance based on the FTSE UK Gilts All Stock Index, FTSE, APCIMS private client indices and/or such others as may be disclosed from time to time. Bank statements will be sent with the same frequency as valuations or as agreed.

Part 4 Short Positions

- 4.0 We will not sell investments on your behalf if we know that this will result in your having a short position. A short position arises where a person has contracted to sell investments which he does not currently own.
- 4.1 We will not enter into commitments on your behalf if we know that this will commit you beyond the value of your Portfolio plus the amount of any advances which we may have agreed to make to you.

Part 5 Our Responsibility

- 5.1 We will not be responsible for any loss of opportunity whereby the value of investments could have been increased or for any decline in the value of investments or any taxation charges unless such decline or loss or charge is the direct result of our wilful default or proven negligence.
- 5.2 To the extent consistent with the FCA Rules, we will not be liable for any errors of fact or judgement or for any action lawfully undertaken or omitted to be taken by us unless such errors are the direct result of our wilful default or negligence.
- 5.3 You understand that:
- 5.3.1 The value of investments may go down as well as up. Accordingly, you may not realise the full or any amount of your investment;
- 5.3.2 Levels of income from investments may fluctuate. Part of the capital invested may be used to pay income, for example, in some collective investments;
- 5.3.3 Where an investment is denominated in a currency other than your usual currency, changes in rates of exchange between currencies may cause your investment and/or the income to go down or up;
- 5.3.4 The tax regime applicable to investments may change in the future. In particular, we will not provide any advice relating to tax vehicles, such as, and without limitation, off-shore trusts. We strongly recommend you to seek appropriate professional taxation advice; and

- 5.3.5** We are not your general investment adviser and our obligations under these Terms are limited to the Discretionary Management of your investment Portfolio. In particular, we do not hold ourselves out as advising you generally on your financial affairs, pensions, taxation or similar matters.
- 5.3.6** Where we are required by the FCA rules to perform a suitability assessment or appropriateness assessment we will rely on the suitability or appropriateness assessment performed by your adviser as is permissible under COBS 2.4.5 (G) of the FCA handbook. It is therefore your adviser's responsibility to ensure information is correctly relayed to TAM in order that we can carry out our obligations under the FCA rules.

Part 1 **FCA Rules**

- 1.1** This section will apply where we hold money on your behalf in accordance with the FCA's Rules. The Rules of the FCA require us to hold your money in a client account separate from our own money at an Approved Bank.
- 1.2** Any such Approved Bank must have acknowledged in writing:
- 1.2.1** that all such funds are held by us on trust for our clients and that the Approved Bank is not entitled to combine this account with any other account or exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to it by us; and
- 1.2.2** That the title of the account sufficiently distinguishes it from other accounts containing money belonging to us.
- 1.2.3** Interest will not be paid on client money in the course of collection or settlement where the FCA Rules do not require interest to be paid; nor will we be obliged to make a payment of interest to you on client money if the accrued interest due to you is less than £2 in any quarter.
- 1.3** We may place client money in a Qualifying Money Market Fund (as defined in the FCA Rules). As a result, the money will not be held in accordance with the FCA's Client Money Rules but in accordance with the Custody Rules. You may oppose the placement of your money in such a Qualifying Money Market Fund by giving us a prior written notice. Further information on the nature and operation of the Qualifying Money Market Fund is available upon request.

- 1.4** If we hold client designated investments or client money for you we shall send an annual statement showing the investments and cash that are held by us on your behalf to you or any adviser specified in the Client Profile unless this information has already been provided to you in your valuation.

Part 2 **Group Bank**

- 2.1** Client money may be held in an account with a bank which is a TAM Group Member. Please let us know in writing if you do not wish your money to be held in this way.

Part 3 **Overseas**

- 3.1** Unless you object in writing, we assume that we may hold your money at an Approved Bank, or financial institution outside the UK. The names of such banks or institutions are available on request.
- 3.2** The legal and regulatory regime applying to an overseas bank will be different from that of the UK and in the event of the bank's default your money may be treated differently from the position which would apply if it was held in the UK.
- 3.3** There may be occasions when we transact business for you which involves your money being passed to an intermediate broker or settlement agent or OTC counterparty outside the UK. The legal and regulatory regime applying to such third parties may be different from that of the UK and in the event of a failure of such broker, settlement agent or OTC counterparty your money may be treated differently from the position which would apply if it was held in the UK. Unless you object in writing, we will assume that we may pass your money to such a broker, settlement agent or OTC counterparty in order to settle any relevant transactions.

Part 4 **Interest**

- 4.1 Subject to paragraph 1.3 above, we will credit you with interest on uninvested client money deposited with an Approved Bank on a quarterly basis or other such periodic basis, not being less than annually, as we may consider appropriate. We will account to you for interest earned on uninvested client money held for you only at the rates specified in our Schedule of Interest Rates, as amended from time to time at our absolute discretion with reference to changes in the interest rates of Approved Banks.
- 4.2 You should note that the rate of interest paid by Approved Banks will usually exceed the rate of interest that may be earned by you on uninvested client money, as specified in our Schedule of Interest Rates. Any excess in interest paid by Approved Banks over the interest to which you are entitled under our Schedule of Interest Rates will be for our benefit and account, and shall be retained, by us.
- 4.3 Interest will not be paid on client money in the course of settlement or on income Accounts or otherwise where the FCA Rules do not require interest to be paid.
- 4.4 Details of interest rates on your Account may be obtained from your investment manager or from the registered office. Prevailing interest rates will be included in your Account valuation and statement.

Part 1 **Introduction**

1.1 This section sets out the terms on which we provide services as an Individual Savings Account (“ISA”) manager, in connection with the management of your investments held within a TAM stocks and shares ISA, being investment plans and satisfying the conditions set out in the Individual Savings Account Regulations 1998, as amended from time to time (the “Regulations”).

Part 2 **Subscriptions to ISAs**

- 2.1** Subscriptions to ISAs may only be made in cash, or in such manner or form as the Regulations permit.
- 2.2** Subscriptions must at all times be within the limits set by the Regulations.
- 2.3** Subscriptions may only be made by clients who are eligible under the Regulations at the time of subscription.
- 2.4** Applications to subscribe to ISAs will only be accepted by us on receipt of a completed Client Agreement or transfer request.
- 2.5** We reserve the right to decline an ISA application without specifying any reason for such decision.
- 2.6** Transfers of ISA assets will be made by us receiving cash and/or investments from your previous ISA managers. We may decline to accept particular investments and instead ask your previous ISA manager to realise such investments and transfer cash to us.
- 2.7** Please note that the value of your assets

Part 3 **General**

- 3.1** You will at all times be the beneficial owner of the investments and cash held within your ISA. Your ISA must not be used as security for a loan.
- 3.2** All income claimed and received on your behalf, except interest on cash and ISA’s, will be retained on your Account or paid to you, in accordance with your instructions.
- 3.3** You authorise us to provide HM Revenue and Customs with all relevant particulars of the ISA and the investments within it.
- 3.4** We will make claims, conduct appeals and agree, on your behalf, liabilities for, and reliefs from, tax in respect of the ISA.
- 3.5** For the purposes of this section, references to an ISA include all subscriptions or transfers made by you to such an ISA which is managed by us.
- 3.6** We will notify you as soon as reasonably practical if, by reason of any failure to satisfy the provisions of the Regulations, the ISA has or will become void.
- 3.7** Your investments, including share certificates or other documents evidencing title, will be held by us as custodian in accordance with the FCA’s Custody Rules, and will be registered in the name of and held by a Nominee or another nominee company as permitted by the Custody Rules or held by a custodian appointed by us.

3.8 We may delegate any of our operational functions or investment services (including critical or important functions or services) provided under these Terms to TAM Group Members and their associates, provided that we are satisfied that such a member is competent to perform or exercise the obligations or rights so delegated and has all relevant licences. We may, where reasonable, employ agents (including TAM Group Members and their associates) to perform any administrative, dealing or ancillary services required to enable us to perform our services under these Terms. We will act in good faith and with reasonable skill and care in the selection, use and monitoring of agents.

3.9 We are the ISA manager and will hold your cash as banker in accordance with the FCA Rules.

3.10 You understand that:

3.10.1 The value of investments in the ISA may go down as well as up. Accordingly, you may not realise the full amount of your investment;

3.10.2 Levels of income from investments in the ISA may fluctuate;

3.10.3 Where an investment in the ISA is denominated in a currency other than your usual currency, changes in rates of exchange between currencies may cause your investment in the ISA and/or the income to go down or up;

3.10.4 The tax regime applicable to investments in the ISA may change in the future. We strongly recommend you to seek professional advice for any matters related to taxation. You agree that you will not rely on our advice in relation to taxation matters. In particular, we will not provide any advice relating to tax vehicles, such as, and without limitation, off-shore trusts.

3.10.5 We are not your general investment adviser and our obligations under these Terms are limited to your Portfolio. In particular, we do not hold ourselves out as advising you generally on your financial affairs, pensions, taxation or similar matters.

Contract Notes: For each execution order on discretionary accounts we will not issue a Contract Note detailing the relevant characteristics of the trade. A contract note however will be maintained on file and will be available via our web delivery system. Clients may specifically request contract notes be delivered on transactions executed and should contact this office to request this additional service.

In these Terms (including the service – specific Terms attached), unless the context otherwise requires, the following phrases have the following meanings:-

Account means any account with us in your name(s);

Affiliates is defined in clause 9.1;

Approved Bank has the meaning given in the FCA Rules;

AML means Anti-Money Laundering along with the laws and regulations surrounding it.

Best Execution Policy means the TAM policy required by the FCA, a summary of which will be provided to you;

Client Agreement means the signature page and schedule of services and any information provided by you to us about your contact details, investment objectives and restrictions;

Client Loss means any loss, liability, cost, claim, expense, tax or damage, suffered or incurred by you;

Client Money Rules the provisions in respect of client money set out in the FCA Rules;

Corporate Actions has the meaning set out in paragraph 6.9 below;

Conflicts of Interest Policy means the TAM conflicts policy as required by the FCA Rules, a summary of which will be provided to you and further details shall be provided upon your request;

Custodian has the meaning given in the FCA Rules;

Custody Rules has the meaning given in the FCA Rules;

Discretionary Account means an Account established under Specific Terms of Business – Discretionary Investment Management;

EEA means the European Economic Area;

Fees means one of the bases of remuneration permitted by the FCA Rules;

FCA means the UK Financial Conduct Authority or any successor to that body;

FCA Rules means the FCA handbook and any other rules and guidance of the FCA, as amended, replaced or supplemented from time to time;

Gearing means a strategy, with a view to enhancing the return for, or the value of, a security without increasing the amount invested by the holders of the security, involving one or more of the following:

- (i) borrowing money;
- (ii) investing in one or more instruments, such as (but not limited to) warrants or derivatives, for which a relatively small movement in the value or price of the underlying rights or assets to which the instrument relates, whether favourable or adverse, results in a larger movement in the value or the price of the instrument; and
- (iii) structuring the rights of holders of a security so that a relatively small movement in the price or value of the underlying rights or assets, whether favourable or adverse, results in a larger movement in the price or value of the security;

Guidelines mean the investment guidelines which we have agreed with you for your Portfolio initially in the attached Client Agreement (if any) or previously provided;

Independent shall be construed to refer to the basis of TAM's ownership as a corporate entity (and "Independence" shall have an appropriate meaning accordingly);

ISA means an individual savings account which is a scheme of investment satisfying the conditions prescribed in the ISA regulations;

ISA Regulations means the Individual Savings Account Regulations 1998 including all subsequent and future amendments;

Life Packaged Products means life policies including those linked to life funds;

Nominee means a nominee which is a TAM Group Member;

Portfolio means, where applicable, the assets and cash belonging to you, held by or through us;

Personal Data means any information relating to you or your use of the services provided under these Terms and processed in connection with these Terms;

Professional Client has the meaning given to that term in the FCA Rules;

Qualifying Money Market Fund has the meaning given to that term in the FCA Rules;

TAM Asset Management Group Member means any undertaking which is a subsidiary of TAM Asset Management Limited or under common control with TAM Asset Management Ltd and TAM Group and TAM Group Member have corresponding meanings;

TAM Asset Management Loss means any loss, liability, cost, claim, expense, tax or damage suffered or incurred by any TAM Group member;

Retail Client has the meaning given to that term in the FCA Rules;

TAM means TAM Asset Management Ltd;
Subsidiary has the meaning given to it in Section 1159 of the UK Companies Act 2006 as amended or replaced;

Terms means these terms of business, as amended from time to time, the service-specific sections attached insofar as they are relevant to you, our Schedule of Fees & Charges, your Client Agreement and as applicable any notice of Withdrawal rights (including any reminder notice) provided to you in the course of creating or managing your Accounts;

UK means the United Kingdom;

We means TAM Asset Management (and “our” and “us” have appropriate meanings accordingly).

You means you, the client, and where you have opened an Account jointly with another person means you and that other person (and “your” shall have an appropriate meaning accordingly).

References to any act or rule include any successor act or rule.

I. Relationship with Pershing Securities Limited

Pershing Securities Limited ('PSL') is registered in England, company number 2474912, and has its registered office at The Royal Liver Building, Pier Head, Liverpool L3 1LL, England. PSL is authorised and regulated by the Financial Conduct Authority ("FCA") which is at 25, The North Colonnade, Canary Wharf, London E14 5HS. PSL is a member of the London Stock Exchange.

By acceptance of these Terms, you agree that:

We are authorised to enter into the Pershing Agreement on your behalf as your agent on the terms summarised below;

- (i) acceptance of these terms will constitute the formation of a contract between you and ourselves and also between you and PSL and that you will be bound by the terms of the Pershing Agreement and the terms and conditions of PSL (as set out or summarised below) accordingly;
- (ii) We are authorised to give instructions (as provided for in these Terms of Business and the Pershing Agreement) and provide information concerning you to PSL and PSL shall be entitled to rely on any such instructions or information without further enquiry;
- (iii) PSL is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to PSL.

Under the Pershing Agreement you will remain a customer of ours but will also become a client of PSL for settlement and safe custody purposes only. We retain responsibility for compliance and regulatory requirements regarding our own operations and the supervision and operation of your account and generally for our on-going relationship with you. In particular, we remain responsible for approving the opening of accounts, money laundering compliance and to the extent required by applicable rules, explaining to you the types of investments covered and the nature and risks of investments and investment transactions and investment strategy, accepting and executing orders in investments, assessing

the suitability or appropriateness of transactions and investments or, where permitted, warning you of their possible inappropriateness, providing any investment advice to you or where relevant taking investment management decisions. PSL is not responsible to you for those matters and in particular neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any transaction or order and relies on information provided to it by us in respect of all such matters.

2. Classification and Capacity

For the purposes of the FCA rules, PSL shall (unless otherwise separately notified to you by them) adopt the same client classification in relation to you as that determined by us and rely on information provided to them by us as to that classification. The following provisions shall apply to you if you fall within the categories specified below:

- (i) Joint account holders shall be jointly and severally liable to PSL and PSL may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;
- (ii) The trustees of any trust shall be regarded as PSL's client (as opposed to any beneficiary) and shall be jointly and severally liable to PSL; and
- (iii) All the partners of any partnership which is PSL's client shall be jointly and severally liable to PSL. Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain, liable to PSL as principal in relation to any transactions which are to be performed under these terms and PSL will treat you as its client under the FCA rules. You agree that you will be liable to PSL jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to PSL.

3. Client Accounts

PSL shall open and maintain one or more account(s) on its books in your name in connection with the services to be provided by PSL under these terms. Any cash and investments delivered by you or held for your account shall be recorded in such account(s).

PSL may, in its absolute discretion, cease to provide any services under these terms and close any such account(s) maintained in your name. PSL will advise us of its decision and the reasons for its decision unless PSL is precluded from doing so owing to any legal or regulatory constraints.

4. Communication and Instructions

PSL shall only accept instructions concerning your account(s) from us and not directly from you, unless you are a Professional Client and a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as PSL may require. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, PSL shall be entitled to rely upon and act in accordance with any instruction which PSL believes in good faith to have been given by us or our representatives. PSL reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. PSL will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside PSL's reasonable control.

PSL may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). PSL will advise us of its decision and the reason for its decision unless PSL is precluded from doing so owing to any legal or regulatory constraints. You should direct all enquiries regarding your account to us and not to PSL.

Any communications (whether written, oral, electronic or otherwise) between you, us and/or PSL shall be in English.

5. Dealing

Unless otherwise agreed with PSL, we shall be responsible for the execution of any transactions on your behalf. PSL shall not owe you any duty of best execution under the FCA rules or otherwise with respect to any such transactions executed by us.

In some circumstances we may transmit orders to PSL for it to execute for your account. In such circumstances we have agreed that we, rather than you, shall be PSL's client for the purposes of the FCA Rules. If PSL provides dealing services for your account and in doing so executes a transaction on your behalf the following provisions shall apply:

- (i) all such transactions shall be executed by PSL subject to applicable FCA rules and the rules of any relevant investment exchange or multilateral or other trading facility;
- (ii) Instructions from us in relation to such transactions will be regarded by PSL as specific instructions from you;
- (iii) information on PSL's execution policy for such transactions is set out in Appendix A to this Addendum and you hereby consent to that policy as amended from time to time including the possibility that it will execute some transactions otherwise than on an EEA regulated market or multilateral trading facility;
- (iv) PSL may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders. You acknowledge that aggregation of such orders may operate on some occasions to your advantage and on some occasions to your disadvantage;
- (v) Following the execution of any transactions by PSL, PSL shall, unless you have otherwise instructed us, either directly or through us, send a contract note to you. The terms of any contract note shall be conclusive as to any matter contained or provided in such note unless PSL is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

6. Settlement of Transactions

All transactions will be due for settlement in accordance with market requirements and the relevant contract note or advice. You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and or/any relevant cash balance are delivered, transferred or paid to PSL (or to PSL's order) in reasonably sufficient time on or before the contractual settlement date to enable PSL to settle the transaction and that all cash and investments held by, or transferred to PSL will be and remain free from any lien, charge or encumbrance. All payments due to PSL will be made without set-off, counterclaim or deduction.

You acknowledge that in settling transactions on your behalf, PSL is acting as agent on your behalf and that PSL will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depository or transfer agent and delivery or payment will be at your entire risk.

You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that PSL shall have no obligation to account to you for any such cash or investments until you have performed your obligations in relation to such transactions and PSL, as your agent, has been able to settle the transaction. PSL shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any such cash received by PSL under a relevant settlement in discharge or reduction of any of your obligations in relation to such transactions. Any transactions undertaken on your behalf on non-UK markets shall be subject to the rules of the relevant overseas exchange, clearing system or depository and any terms of the foreign agent or custodian employed by PSL, including but not limited to, any right of reversal of any transaction (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

7. Client Money

PSL shall hold any money it receives for your account in accordance with the FCA client asset rules (to the extent it is required to do so in accordance with such rules), which, inter alia, require PSL to hold your money in a client bank account segregated from PSL's own funds. PSL will exercise due skill, care and diligence in the selection, appointment and periodic review of any credit institution or bank (other than a central bank) where your money is deposited and for the arrangements for holding your money but PSL shall not be responsible for any acts, omissions or default of any such credit institution or bank.

Your money may be pooled with money belonging to other clients which means that you do not have a claim against a specific sum in a specific account; your claim is against the client money pool in general.

PSL may use a bank which is affiliated to PSL to hold client money on your behalf.

Any uninvested client money, i.e. money not immediately required to settle an investment transaction, will attract interest at a rate no lower than the relevant bank's or depository's minimum deposit rate. Interest, calculated on a daily basis, will be credited to your account every six months. PSL may not distribute interest amounts until they reach a minimum threshold amount agreed with us but such amounts will nevertheless be credited to your account.

You agree that PSL will cease to treat as client money any unclaimed balances after a period of six years and PSL has otherwise taken reasonable steps to trace you and return any balance to you. PSL will nevertheless make good any subsequent valid claim against such balances.

We or PSL may undertake a transaction for you that involves your money or investments being passed by us or PSL to any third party in connection with that transaction or to meet obligations to provide margin or collateral, including (but not exclusively) an exchange, clearing house, intermediate broker, settlement agent or OTC counterparty located either in the UK, or in a jurisdiction outside the United Kingdom, which may also be outside the EEA. In such circumstances your money or investments may be at risk in the event of the insolvency of such third party.

Where your money is held in a credit institution or bank outside the UK or EEA or your money or investments are passed to such a third party, the legal and regulatory regime applying to such person may be different to that of the United Kingdom or the EEA and your rights in relation to it may therefore differ, particularly in the event of a default of such person.

8. Custody

Investments which are held by PSL for your account will be registered either:

- (i) In your name where this has been requested by and agreed with you;
- (ii) In the name of a nominee company controlled by PSL, a member of its group or by a recognised or designated investment exchange; or
- (iii) In the name of a third party (or its nominee) selected by PSL in accordance with the FCA rules (an "Eligible Custodian").

If any investments are registered in your name, you will bear the risks and obligations in relation to such registration. PSL shall, where it has agreed to do so, administer any such investments in accordance with the provisions of these terms. Any bearer investments shall not be held by PSL, but may be held by an Eligible Custodian.

Overseas investments may be registered or recorded either in the name of PSL (and by agreeing in writing to these terms you consent to such registration) or in the name of an Eligible Custodian but

only where PSL has taken reasonable steps to determine that it is in your best interests to do so or it is not feasible to do otherwise because of the nature of the applicable law and market practice. As a consequence of this, your investments may not be segregated from investments belonging to PSL or the relevant Eligible Custodian and therefore, your protection may be less should a default occur on the part of the person in whose name the investments belonging to you are so recorded because your investments will not necessarily be separately identifiable and may be subject to third party claims (including claims by general creditors) made against PSL or the relevant Eligible Custodian.

Investments belonging to you which are held overseas may in any event be subject to different settlement, legal and regulatory requirements than those that apply in the United Kingdom or the EEA and your rights in relation to them may therefore differ. You acknowledge that any investments held with an Eligible Custodian or depositary may be subject under the applicable laws to a right of security, lien, set-off, retention or sale or other encumbrance in favour of such custodian or depositary.

Investments registered or recorded in the name of PSL or an Eligible Custodian or a relevant nominee company may be held in an omnibus account and/or will otherwise be pooled with those of one or more of our or PSL's other clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register. In the event of an irreconcilable shortfall following any loss by or default of the custodian responsible for such pooled investments, you may not receive your full entitlement and may share in that shortfall pro-rata. A further effect of pooling can be that following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been, had your investments been registered in your own name.

PSL uses a wide range of Eligible Custodians globally to hold your investments which may include an associate of PSL.

PSL 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 but PSL shall not be responsible for any acts, omissions or default of any such Eligible Custodian save where such a default is caused by negligence, fraud or wilful default on the part of PSL or its nominee company. Although PSL will seek to ensure that adequate arrangements are made to safeguard your ownership rights, especially in the event of its own insolvency, your investments may be at risk if an Eligible Custodian becomes insolvent.

All instructions regarding the administration of investments held by PSL on your behalf should be made in writing, to us, for onward transmission to PSL. We do not accept from, or send instructions to third parties, unless a valid power of attorney has been established for this purpose.

PSL will inform us of any rights issues, take-over offers, capital reorganisations, conversion or subscription rights that affect any investments that are held for your account by PSL or any Eligible Custodian as soon as reasonably practicable after receiving notice of those events.

PSL will be responsible for claiming and receiving dividends, interest payments and other entitlements accruing but is not responsible for taking any decisions in relation to any rights. We will be responsible for instructing PSL to:

- (i) Exercise conversion and subscription rights
- (ii) Deal with takeovers or other offers or capital reorganisations
- (iii) Exercise voting rights (where PSL exercises such rights)

The consequences of a failure on your part to provide instructions to us by the stated time once notification has been given are entirely your own responsibility.

Dividends, interest and other rights and payments may be received by PSL or any Eligible Custodian net of local withholding or similar taxes or deductions and PSL or any Eligible Custodian may, if required to do so to comply with legal or regulatory requirements, itself withhold or deduct tax or other amounts from dividend or interest payments received. You shall reimburse to PSL any costs incurred by PSL or any Eligible Custodian in complying with its obligations to apply withholdings or deductions. For the avoidance of doubt, responsibility for reclaiming amounts withheld or deducted shall remain with you and not PSL or any Eligible Custodian.

If PSL receives any investments for the account of more than one client, PSL may in accordance with FCA rules allocate such investments between clients on whatever basis it considers fair and reasonable in accordance with its allocation policy in force from time to time.

As your investments are held on a pooled basis, from time to time various amounts may arise in relation to your investments (for example, following certain corporate actions) that would not otherwise have arisen if the investments had been registered in your own name. You may not be entitled to any such additional amounts.

On an annual basis, PSL will provide you with a statement detailing any cash balances and all investments held on your behalf by PSL. The value of any investments held, as identified on the annual statement is calculated using the mid-market closing price at the close of business on the date of the valuation, except for futures and options which are calculated at bid and offer prices. Holdings are reported on a trade date.

PSL reserves the right to refuse to hold any investments on your behalf but PSL will advise of its decision to do so and the reasons for such decision unless precluded from doing so owing to any legal or regulatory constraints.

PSL may enter into arrangements for securities lending or financing transactions in relation to investments it holds for you or otherwise use such investments for its own account if you have entered into a separate specific agreement with PSL in relation to such use.

9. Security and Default

PSL reserves a right of retention with respect to all cash, securities or other assets of any description paid or delivered (or which are due to be paid or delivered) to PSL for your account and you confirm that all such cash, securities or other assets will be paid or delivered free and clear of any charge, lien or encumbrance and that you will not deal with any such cash, securities or other assets other than in accordance with these terms without PSL's prior consent.

In the event that PSL does not receive cash or securities from you when due (as shown in the relevant contract note or advice) or in the event of you not taking all such steps as may be necessary to secure the due and prompt settlement of any such transaction (or PSL reasonably considers that you have not or are unlikely to perform your obligations under these Terms), PSL may, inter alia, without further notice to you, enter into any other transaction or do not do anything which would or could have the effect of reducing or eliminating liability under any transaction, position or commitment undertaken for you.

Where for whatever reason you or we are in default of obligations to PSL to make any payment of cash or delivery of securities or meet any other contractual obligations in respect of any transactions from your account, then:

(a) until such time as you or, as the case may be, we have, fully discharged the relevant obligations:

(i) PSL shall have no obligation to account to you or any other person for any investments or cash received by PSL or any Eligible Custodian (or its nominee) for your account; and

(ii) neither you nor any other person shall have any right, title or interest in or to (including any charge, pledge, lien or other security interest) any investment or cash received by PSL or an Eligible Custodian (or its nominee) for your account.

(b) without any requirement to give any prior notice to you, us or any other person, PSL may:

(i) sell or otherwise dispose for value any investments received by it or an Eligible Custodian for your account and apply the proceeds (net of costs) in discharge or reduction of the relevant obligations which are then due and payable, but unpaid; and

(ii) apply any cash received by it or an Eligible Custodian for your account in discharge or reduction of the relevant obligations which are then due and payable, but unpaid, and shall pay to you any surplus that is not so applied:

(c) upon PSL exercising its rights under (b) above, PSL shall have no further obligation (and neither you nor we shall have any right to require PSL) to account to you or any other person for any investment or cash received by PSL or an Eligible Custodian (or its nominee) under the relevant settlement. Any provision that purports to create any charge, pledge, lien or other security interest in or to investments or cash received by PSL or an Eligible Custodian (or its nominee) under a relevant settlement shall be disappplied and be of no effect in relation to any such investments or cash. If the proceeds of such cash or investments are insufficient to cover the whole of your liabilities you will remain liable to PSL for the balance;

(d) PSL's rights contained in this clause are created by way of reservation by PSL under its right, title and interest in and to investments and cash received by it (or its nominee on behalf of PSL) as being for your account and not by way of grant by you or any person; and accordingly, nothing in this clause is intended to, or shall, create any charge, pledge, lien or other security interest by you or any other person in favour of PSL in or to any such investments or cash;

(e) However the rights reserved to PSL by this clause are cumulative with PSL's rights to assert any general lien or set-off against securities, cash or other assets (including documents of a title) held by or to the order of PSL for you a continuing security for (a) all sums that become due from you or from us (so far as they relate to any transaction for your account) to PSL; and (b) the performance of any other obligation owed by you or by us (in so far as it relates to any transaction for your account) to PSL.

You hereby authorise PSL to set-off, transfer or apply (without prior notice) any indebtedness, liabilities or obligations of PSL to you in or towards the satisfaction of any indebtedness, liabilities or obligations or any sum that is due from you to PSL in any respect whatsoever (whether or not expressed in the same currency and including, without limitation, any payment of fees or charges due to PSL and payments pursuant to any indemnity).

In exercising any right or remedy pursuant to these Terms, PSL is authorised to effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of you, at such rates and in such manner as PSL may, in its absolutely discretion, determine. You acknowledge and accept that in exercising any right or remedy pursuant to these terms PSL will be acting on its own behalf rather than executing your orders and will not be liable to you in respect of any choice made in selecting the investments sold.

10. Liability and Indemnity

Neither PSL, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by PSL of its services, save that nothing in these terms shall exclude or restrict any liability of PSL resulting from the negligence, fraud or willful default of PSL or any contravention by PSL of the FCA Rules. PSL shall not, in any event, be liable for any indirect or consequential loss (including any loss of profit), or for any losses that arise from any damage to your business or reputation.

You undertake to indemnify PSL and each of its directors, employees and agents ("Indemnified Persons") on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than our corporation tax) which are caused by:

- (i) The provision by PSL of its services to you;
- (ii) Any material breach by you of any of these terms;
- (iii) Any default or failure by you in performing your obligations to make delivery or payment when due; or
- (iv) any defect in title or any fraud or forgery in relation to any investments delivered to PSL by or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.

PSL shall not be entitled to be indemnified against the consequences to PSL of its own negligence or wilful default or any contravention by PSL of any provision of FCA rules

PSL shall have no liability for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond PSL's reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of PSL's obligations shall be suspended pending resolution of the event or state of affairs in question.

The provisions of this clause 10 shall continue to apply notwithstanding the fact that we or PSL cease to provide services and shall be in addition to any other right of indemnity or claim of any Indemnified Person whether pursuant to these terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

11. Charges

Any fees or charges payable by you in relation to the services provided by PSL and taxes payable via PSL will be set out in our charging schedule as notified to you from time to time. PSL is entitled to pay such charges out of assets and money held for you or by set off under Clause 9 or to require you to pay them direct to it or via us. You may be liable for other taxes or charges not payable via PSL.

12. Conflicts of Interest

PSL or its associates may provide services or enter into transactions in relation to which PSL or its associates has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. PSL or any of its associates may, for example:

(i) Be the counterparty to a transaction that is executed by PSL (whether or not involving a mark-up or a mark-down by PSL or its associates);

(ii) Be the financial adviser to the issuer of the investment to which any instructions relate;

(iii) Have a (long or a short) position in the investments to which any instructions relate; or

(iv) Be connected to the issuer of the investment to which any instructions relate.

PSL may receive remuneration from fund managers in connection with PSL providing services to them through the PSL Nexus Funds platform. These payments are calculated by reference to the value of assets that PSL holds in custody for its clients.

PSL may place money held for your account with a bank (in accordance with the FCA rules) and earn and retain interest payments from such bank. A summary of PSL's conflicts policy is set out in Appendix B to this Addendum.

You acknowledge that neither PSL nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above.

13. Data Protection and Confidentiality of Information

PSL may use, store or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments. In the UK, PSL operates, and has made all appropriate notifications in accordance with, applicable data protection legislation.

The information we and PSL hold about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. PSL will only disclose your information to third parties in the following circumstances:

- (i) Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us or PSL (or any respective associate);
- (ii) To investigate or prevent fraud or other illegal activity;
- (iii) In connection with the provision of services to you by us or PSL;
- (iv) For purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;
- (v) If it is in the public interest to disclose such information;
- (vi) At your request or with your consent. This is of course subject to the proviso that PSL may disclose your information to certain permitted third parties, such as members of its own group and its professional advisers who are bound by confidentiality codes.

We and PSL do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

Please be advised that, by signing or otherwise consenting to this agreement, you agree that PSL may send your information internationally including to countries outside the EEA, including the United States of America. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK. However, PSL will always take steps to ensure that your information is used by third parties in accordance with its policy from time to time.

In accordance with data protection laws you are entitled to a copy of the information PSL hold about you. In the first instance, you should direct any such request to us and we will pass your request on to PSL. PSL is entitled by law to charge a fee of £10 to meet its costs in providing you with details of the

information PSL holds about you. You should let us know if you think your any information PSL holds about you is inaccurate and we will ask PSL to correct it.

14. Complaints

All complaints should be directed in the first instance to our Compliance Officer. If however, complaint concerns an aspect of the service provided to you by PSL and you wish to copy your complaint to PSL directly, copies should be sent to: The Compliance Officer, Pershing Securities Limited The Royal Liver Building, Pier Head, Liverpool L3 1LL, England.

We and PSL will endeavour to resolve your complaint as quickly as possible, but in any event, will acknowledge receipt of your letter within five business days. The acknowledgement will include a full copy of our or PSL's internal complaints handling procedure. Upon resolution of your complaint, we or PSL will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If for any reason you are dissatisfied with our or PSL's final response, please note that you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure is provided in our or PSL's final response.

15. Investor Compensation

PSL is covered by the UK Financial Services Compensation Scheme. Compensation may be available from that scheme if PSL cannot meet its obligations to you. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

16. Amendment

PSL reserves the right to alter these terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice.

17. General

PSL's obligations to you shall be limited to those set out in these terms and PSL shall, in particular, not owe any wider duties of a fiduciary nature to you. No third party shall be entitled to enforce these terms in any circumstances.

Any failure by PSL (whether continued or not) to insist upon strict compliance with any of these terms shall not constitute nor be deemed to constitute a waiver by PSL of any of its rights or remedies. The rights and remedies conferred upon PSL shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise by PSL of any other additional rights and remedies.

These terms shall be governed by English law and you hereby irrevocably submit for the benefit of PSL to the non-exclusive jurisdiction of the courts of England.

PSL shall have no liability for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond PSL's reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of PSL's obligations shall be suspended pending resolution of the event or state of affairs in question.

The provisions of this clause 10 shall continue to apply notwithstanding the fact that we or PSL cease to provide services and shall be in addition to any other right of indemnity or claim of any Indemnified Person whether pursuant to these terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

Information on Pershing Securities Limited's ("PSL") Execution Policy

Introduction

From 1 November 2007, and in accordance with regulatory requirements set out by the Financial Conduct Authority ("FCA"), we are required to provide clients with information about the steps we take to obtain the best possible result where we are executing their order. These are set out in our 'Execution Policy', a summary of which is shown below.

Scope

Our Execution Policy is applicable to underlying Pershing clients, and where we have received an order from TAM Asset Management ("TAM"):

- (a) to execute on their behalf in respect of financial instruments covered by the Markets in Financial Instruments Directive (Annex I, Section C - see also our website for a list of these); or
- (b) Which we pass on (i.e. transmit) at our discretion to another broker or dealer ("third party") for execution.

Execution Factors

In considering how we might achieve the best possible result for an underlying client order, we will take a number of factors into account, including price (or total consideration in the case of retail clients), costs, speed, likelihood of execution and settlement, size, nature of the order or any other considerations relevant to the execution of that order.

In determining the relative importance of these factors, we will use our own commercial experience and judgement, as well as take into account how TAM and PSL have categorised you (e.g. as retail client or as a professional client), together with the size and nature of the order; the characteristics of the financial instruments to which the order relates, as well as the possible execution venues to which that order can be directed.

In general, we will regard price as the most important of these factors for obtaining the best possible

result. However, we recognise that there may from time to time be circumstances for some clients, particular instruments or markets where other factors may be deemed to have a higher priority. In the case of retail clients, we will always regard the most important factors as those which result in the best total consideration in terms of the price combined with the costs of execution.

Execution Venue

In establishing our Execution Policy, we have identified a variety of different execution venues that we intend to use as we consider these enable us to obtain the best possible result on a consistent basis when executing orders on behalf of clients. It is therefore possible that client orders may be executed on a venue which is not a Regulated Market or a Multilateral Trading Facility ("MTF"). You should also note that some financial instruments may only be traded on one venue (notably if we execute a trade for units in a fund, the venue will be the fund manager or the fund itself).

A list of the execution venues on which we place significant reliance can be found on our website (www.pershing.co.uk). It will also be available from TAM. We will regularly assess the execution venues available so that we can continue to include those which enable us to obtain the best possible result on a consistent basis. You should, from time to time, refer to our website or ask TAM for the current list of principal execution venues, as changes will not be separately notified.

We may transmit client orders to another broker or dealer (including a retail service provider ("RSP")) for execution. In such cases we may:

- Determine the ultimate execution venue ourselves by accessing specific execution venues through such third parties; or
- Instruct this other broker or dealer accordingly (having already satisfied ourselves that they have arrangements in place to enable us to comply with our execution obligations to you).

Specific Instructions

Where we receive specific instructions from TAM, we shall follow those instructions and to the extent they apply we may not be able to apply our Execution Policy and this may have an effect on whether we can obtain the best possible result for the execution of your order.

Limit Orders

If an order has been placed with us with a limit on the price for execution, we may not be able to execute it immediately. Consequently, in accordance with regulatory requirements and unless otherwise specifically instructed, we will publicly disclose details of any unexecuted part of such "limit" order.

Monitoring and Review

We will monitor regularly our order execution arrangements, as well as the quality of both our execution and that of third parties to whom we have passed orders. Such review will enable us to identify and implement changes to our Execution Policy and execution arrangements as necessary. You should note that it may not always be possible to make an effective comparison of execution performance because reliable data is not always available for some markets.

Clients will be advised of any material changes to our policy as necessary.

Consent

Regulations require that we must obtain clients' prior consent to this Execution Policy. We will deem that you have provided such consent where we receive an order for your account on or after 1 November 2007.

We must, however, obtain your express consent, prior to executing an order in an instrument admitted to trading on a Regulated Market or an MTF outside of such a Regulated Market or MTF. Your consent in the form of a written confirmation (which can be an e-mail) must be sent to TAM, since we will otherwise be prevented from achieving the best possible result where this is achieved by

executing your order outside of a Regulated Market or MTF. TAM will then hold a record of your consent to our order and inform us that you have consented to this Execution Policy.

Pershing Securities Limited Conflicts of Interest Disclosure (SYSC 10.1.8)

In accordance with regulatory requirements, we have taken reasonable steps to identify conflicts of interest that exist, or may exist, between Pershing Securities Limited and its clients or between one client and another.

We have also reviewed the organisational and administrative arrangements in place to manage such conflicts and are of the view that, save for the matters outlined below, they are sufficient to ensure with reasonable confidence, that risk of damage to clients' interests will be prevented.

From our Conflicts of Interest Policy, we have identified the following areas where we are not certain that we can manage the conflict (or potential conflicts) fully and thus we hereby advise our clients of this fact: The general nature and/or source of these conflicts are:

- Pershing Europe provides integrated execution, clearing, settlement and custody services to a number of financial services organisations and therefore has potentially competing client interests.
- Pershing Europe entities hold positions and/or provide transactional related services for more than one client and such clients may have competing objectives in relation to a position or transaction.
- Pershing Europe entities may enter into a transaction in relation to which a Pershing Europe entity has indirectly or directly, a material interest or relationship.
- Pershing Europe entities may combine orders received from one client with those received for the accounts of other clients (and exceptionally may combine with its own orders). Such aggregation may operate on some occasions to a client's advantage and on some occasions to their disadvantage. Where orders have been aggregated, they will be allocated out to clients on a pro-rata basis.
- Pershing Securities Limited may pass orders to an affiliated company for execution. This will, however, be done in accordance with its Execution Policy.
- Where Pershing Europe entities exercise a right to vote in relation to a corporate action, it will do so in accordance with clients' instructions and these may reflect competing interests.
- Pershing Europe entities may place money held on behalf of clients and/or their underlying clients with a bank (in accordance with the relevant regulatory requirements) and earn and retain interest payments from such bank.
- Pershing Europe entities may have other business relationships with a company in relation to whose securities you are entering into a transaction e.g. as a client, supplier, custodian or banker.
- As a result of Pershing Europe's relationships with its customers and with customers across the Bank of New York Mellon Corporation ("BNYM") Group, there may be circumstances in which we are unable to execute transactions with or for clients, in relation to particular counterparties or in particular investments and we shall not be obliged to disclose the reason why or provide any further information thereto.

- It is possible that an affiliate and member of BNYM Group may have a material interest or a conflict of interest in the service or transactions we carry out with or for you. While there may be some cross-board memberships, the day-to-day management of Pershing Europe act independently.
- In carrying out Pershing Europe's business, employees may learn confidential or proprietary information about its clients, their underlying clients, prospective clients and underlying clients or other third parties. Employees are required to maintain the confidentiality of all such information entrusted to them, except where disclosure is otherwise authorised or legally mandated. Further, employees are not permitted to use such information for their personal gain.
- Pershing Europe employees are not permitted to trade in the shares of its clients unless the client's shares are widely traded on a regulated market and where the service provided by Pershing Europe represents a very small fraction of the client's total business.
- Pershing Europe employees are required to disclose and in most cases must obtain approval for any outside business interest or employment.

TAM ASSET MANAGEMENT LTD
TERMS OF BUSINESS

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