

The **Account** provided by AES Financial Services Ltd is an investment **Account** in which you can either choose to make your own decisions about investments that you buy and sell guided by results generated by a **Portfolio Selector** questionnaire or appoint a Financial Adviser to provide you with an investment recommendation based on your individual or corporate circumstances. AES Financial Services Ltd will never provide you with personal investment advice based on your circumstances under these **Terms** as part of this service.

The use of “you”, “your” or “yours” within these **Terms** means any person, company, or individual or corporate trustee entering into an **Agreement** with us for the **Account** and, where applicable, their duly authorised representatives, legal personal representatives and successors.

This is an important document – so please read it carefully. It sets out the **Terms** on which we agree to act for you and contains our responsibilities to you. It also sets out your responsibilities to us. You confirm that you can appoint us to act in accordance with these **Terms** and that the information you provide is complete, accurate and up to date. If you would like clarification on any part of this document, please ask us for further information. This **Agreement** comes into effect once you submit **Account Opening Documents** to us. We may reject your application without providing a reason.

Some words (for example: **Termination**) are written in bold and capitalised; these are given their full meaning in **Clause 28 (Glossary)**.

## 1. INFORMATION ABOUT US AND OUR REGULATOR

AES Financial Services Ltd trades as AES International. In these **Terms**, we are referred to as “we”, “us”, “our”, or “AESI”. We are incorporated in England & Wales under number 6063185. Our registered office is 7 Bell Yard, London, WC2A 2JR. We are authorised and regulated by the Financial Conduct Authority (“FCA”) and entered onto the Financial Services Register under registration number 464494. For more details about the FCA, you can view their website here ([www.fca.org.uk](http://www.fca.org.uk)) and their address is 12 Endeavour Square, London, E20 1JN.

## 2. INFORMATION ABOUT OUR SERVICE

The service we offer under these **Terms** is the **Account** where we receive and transmit your instructions to **PSIL** for investment dealing services (including custody, dealing, settlement, nominee and associated services) in accordance with the instructions that you provide us.

AESI does **not** provide any investment advice to you (including personal recommendations and tax advice) on your **Account** under these **Terms**. If you choose to receive advice from an **AES Group** Financial Adviser (which may include AESI), it will be under a separate **Agreement** and these **Terms** do **not** apply to the financial advice.

Depending on which **Account** you choose to open with us as stated in your **Account Opening Documents**, the arrangement will either be:

- 1) a **Smart Account** where you are an individual or a corporate entity investing for yourself or the company with separate financial advice provided by an **AES Group** Financial Adviser;
- 2) an **Index Account** where you are an individual investing for yourself in an **Execution-Only Account** where you will make your own decisions without separate financial advice;
- 3) a **Retirement Solutions Account** where you are a pension scheme

Trustee managing the members’ investments with an **AES Group** Financial Adviser providing separate financial advice to the underlying member;

- 4) a **Corporate Savings Account** where you are a pension scheme Trustee managing corporate entity investments with an **AES Group** Financial Adviser providing separate financial advice to the corporate entity by; or
- 5) a **Workplace Savings Account** where you are a pension scheme Trustee managing the members’ investments in an **Execution-Only Account** where you will transmit the members’ own decisions without separate financial advice.

(in each case an **Account**).

We provide the **Account** in accordance with these **Terms**, and under these **Terms** we do **not** advise you on a transaction’s merits and therefore the **Rules** do **not** require us to ensure the transaction is suitable for you (that is whether the transaction meets your investment objectives, you are able to financially bear any related investment risks, or that you understand the risks involved in the transaction). This means that you will not benefit from the protection of those **Rules** that require firms to make a suitability or appropriateness assessment as the purpose of the **Account** is to arrange the provision of a platform for investments and to transmit and receive orders in relation to the non-complex investments that the **Account** permits.

The **Account** is provided in relation to units and shares in **Collective Investment Schemes** that are either authorised by the FCA, recognised (i.e. are authorised for distribution in the UK) by the FCA or unregulated, including those that may be operated or advised by an **AES Group** Financial Adviser (subject to the **Rules**). We may choose not to make available certain products or investments in our commercial discretion, depending on the service we provide and due to reasons related to liquidity, pricing, complexity or other risks to you or us.

All investments involve risk. The value of investments and the income from them may go down, past performance is no indicator of future performance, and therefore you may get back less than the amount you invested. We describe the main risks relevant to the **Account** in **Schedule 2 (Risk Warning)**. Please read it **before** subscribing to the **Account** and contact us if you require clarification on any point. We may provide further risk information during our services to you, as appropriate.

When we provide the **Account**, we may present **Investment Information** and/or **Investment Tools** to you as **Guidance**. If they are presented as **Guidance**, **Investment Information** and/or **Investment Tools**, they are prepared and provided for the benefit of all clients and are **not** based on a consideration of your circumstances. You may **not** treat them as personal recommendation or as investment advice given to you and you may not rely on any **Investment Information** provided by us. **Investment Information** represents our view at the time it is given, and we may change our view without updating any **Investment Information** previously made available to you. Where applicable you **must** read any relevant **Key Features/Key Investor Information Document** about your investments. We are not liable for any **Losses** you may suffer from your use of any **Investment Information**.

Where you use the **Account** online valuation services (“**online service**”):

- a) you will, before using the online service, ensure that you and (where

applicable) your **Beneficiaries** whose **Accounts** are to be accessed through the online service have authorised you to have online service access to those **Accounts** and to have access to all related information made available by us through the online service;

b) you will be responsible for the acts and omissions of all users (including employees, advisers, and **Beneficiaries**) that you permit to use the online service;

c) we may, at our discretion, and without prior notice, reduce the online service availability to less than 24 hours per day, or suspend, or terminate it;

d) you will inform us promptly if you believe another person has discovered any of yours, your authorised persons' or your **Beneficiaries'** password(s) and will indemnify, defend and hold us harmless from and against any **Losses**, costs, claims, damages or liabilities you suffer or incur as a result;

e) we will not be liable for any **Losses**, claims or liabilities that you suffer or incur if, for any reason beyond our control (including, without limitation, equipment failure or malfunction), any information that you or your **Beneficiaries** or authorised persons receive through the online service is incorrect or incomplete or if any other person discovers any of your passwords; and

f) you will ensure that your **Beneficiaries** have given any consents required by applicable laws, **Rules** and regulations to the personal data transfers which arise through accessing the online service.

### 3. HOW WE CATEGORISE YOU

If you are an individual or corporate entity (including a Trustee other than a pension scheme Trustee), we categorise you as a Retail Client. Retail Clients benefit from the highest degree of protection under the **Rules**.

If you are a pension scheme Trustee, we categorise you as a Professional Client (as defined in the **Rules**) unless you request a different categorisation, which we are not obliged to agree to, or we have informed you otherwise. As a Professional Client some protections afforded to Retail Clients will not be afforded to you. You confirm you understand, and have considered, the implications of the loss of these protections.

### 4. THE BASIS ON WHICH WE PROVIDE OUR SERVICE

Our legal relationship with you is governed by the following documents, which together set out the basis that we provide the **Account**:

- these **Terms**; and
- the **Account Opening Documents**.

You must read these documents carefully and retain copies. If there is anything in them that you do not understand or agree to, you must discuss this with us and seek clarification.

We may require you to hold a minimum investment value of \$100,000 (or equivalent GBP/EUR/CHF) within the **Account**. We may decline to open the **Account** below this minimum, and we may close the **Account** where this minimum is not held.

By opening the **Account**, you authorise us to appoint Platform Securities International Limited ("PSIL") on your behalf to provide custody for your investments and execution for all your transactions in **Collective Investment Schemes**, (and you accept the **Terms** in **Schedule 1 (Custody of your Cash and Investments)** between you and PSIL). PSIL are authorised to provide custody of your investments and hold your cash; therefore, any cash that you wish to use to purchase investments via the **Account** must be transferred to PSIL. We may arrange for your assets to be transferred to and held by an alternative custodian that AESI may appoint at our absolute discretion.

We shall **not** accept instructions which pay withdrawals from the **Account** except via electronic transfer to a bank account in your name. We do not permit instructions for withdrawal of money that is required to meet any other pending transaction or fee (it must be available and cleared). We shall **not** accept instructions for payments into the **Account** from any person other than you. We shall only act upon any instructions from you, and **not** from your **Beneficiaries**.

### 5. COMMUNICATION BETWEEN YOU AND US

We will communicate with you either in **Writing** or by telephone. We will tell you if a specific form of communication is required for any specific purpose. If you would prefer to receive paper communication from us instead of by e-mail or by telephone, please let us know. We may record telephone calls. We will communicate with you using the contact information you supply in the **Account Opening Documents** or such other information as you provide to us in **Writing** from time to time. You may contact us at our registered address or by e-mail to any e-mail address we have provided to you. You must communicate with us in English. Documents and other information we supply will be in English. You must maintain a live e-mail address to receive our ongoing communications.

### 6. CLIENT MONEY

PSIL (or its nominees) will hold money that belongs to you in client money bank accounts. The money is held on trust, separately from their own bank account(s).

### 7. BUYING OR SELLING INVESTMENTS ON YOUR BEHALF

When you instruct us to buy or sell an investment on your behalf, we will arrange the execution of a trade by PSIL on your behalf in accordance with our **Order Execution Policy** guidelines, which aim to ensure that we obtain the best possible result for you when we receive and transmit your instruction to PSIL. However, if an issue arises, any operation that is materially within our **Order Execution Policy** guidelines will not be regarded as a material error on our part. Buy trades transmitted every Tuesday and Thursday and sell trades are transmitted every **Business Day**.

For the **Index Account** and **Workplace Savings Account**, if you pay cash into the **Account** for investment, we shall invest 98.5% of it, but 1.5% of it will be kept as cash. This cash will be held against future quarterly fees. For example, if you add £100,000 to the **Account**, £98,500 will be invested and £1,500 will remain as cash. **Clause 17 (Fees)** confirms how fees will be taken if the cash in the **Account** becomes insufficient to do so.

If you set up Regular Savings into the **Account**, you must send your cash to the **Account** before the 9<sup>th</sup> day of the month. This cash will then be invested on the 10<sup>th</sup> day of the month, or the next available **Business Day**.

### 8. SETTLEMENT

You must ensure that before you instruct us to buy an investment you have enough available cash in the **Account** and that any investment you instruct us to sell is in the custody of PSIL. If you do not comply, and as a result a transaction that PSIL executes on your behalf fails to settle and we or they suffer **Losses** as a result, you must compensate us or them for these **Losses**.

PSIL's obligation to deliver assets or sale proceeds to the **Account** is conditional on them receiving the relevant assets or sale proceeds from the other party to the transaction. Neither PSIL, nor third parties to whom they may pass your orders, will be liable or compensate you if a

counterparty (that is: not PSIL or the third-party they use) fails to settle a transaction. Securities settlement conventions in certain markets may delay your receiving proceeds of sale, or title to a security passing to you.

## 9. REPORTING TO YOU

We will provide you with a valuation report every twelve months. This report will contain details of investments and cash within the **Account** held by PSIL at the end of the period covered by the valuation report. As well as your valuation report we will provide contract notes for each transaction executed in the **Account**.

We will provide contract notes to you no later than the first **Business Day** after we receive confirmation from the third-party (including PSIL) executing the transaction.

We will provide information about the status of any pending order upon request.

Before purchasing an investment, it is your responsibility to identify any upcoming **Corporate Actions** as we will not provide you with any notification when you place your purchase. You should refer to the relevant prospectus for funds and ETFs and refer to the relevant announcements for listed securities.

We will try to give you notice within two weeks of the effective date or the client action deadline for **Corporate Actions** in relation to a security you hold. Where we are unable to contact you, or we are not notified (or not provided enough information in time) by the company, its registrar or our third-party data provider of a **Corporate Action**, we will not be liable to you for any **Losses** in relation to a **Corporate Action**.

## 10. MARKET ABUSE

You must not, by act or omission, deliberately, recklessly or negligently engage in **Market Abuse**, or require or encourage another person to do so. If you are uncertain as to whether your dealings or proposed dealings are lawful, you must take legal advice. We may take any action we consider appropriate if we suspect the **Account** is being used to engage in **Market Abuse**. This action will include, but is not limited to, refusing to act on your instruction. We are not obliged to give you any reason for our actions in this regard.

## 11. MONEY LAUNDERING

We are legally obliged to submit a report to the National Crime Agency if we know, suspect or have reasonable grounds to suspect that any person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism. We are not normally permitted to inform anyone of the fact that we have made such a report. We may also cease to act without explanation in certain circumstances. We will not be liable to you for **Losses** that arise from any action that we take in good faith and reasonably consider required under anti-money laundering and anti-terrorism legislation.

You accept that we have responsibility to 'know our client' and agree to promptly provide us with such information and documents as we may request from time to time and as required by law. For the avoidance of doubt, this includes all information and documents relating to you and (where applicable) your **Beneficiaries**. If you refuse or fail to comply with this obligation, we may suspend our obligations under, or terminate, this contract immediately by giving notice in **Writing**.

## 12. CONFLICTS OF INTEREST

The **Rules** require us to establish, implement and maintain a **Conflicts of Interest Policy** to identify and manage conflicts of interest to ensure your interests are not prejudiced. **Schedule 4 (Summary of our Conflicts of Interest Policy)** summarises our **Conflicts of Interest Policy**, but further details on our **Conflicts of Interest Policy** are available upon request.

If the arrangements provided by our **Conflicts of Interest Policy** are not enough to avoid prejudice, we must disclose the general nature and sources of conflicts of interest before providing the **Account** to you.

We will not disclose to you or use for your benefit any information that we or any person connected to us may have where to do so would or might be a breach of any obligation of confidentiality to any other person. Nor will we reveal any information to you or use it for your benefit where to do so would in our opinion places us in breach of a law or regulatory obligation.

## 13. LIABILITY AND INDEMNITY

Our obligation to you is to provide the **Account** and comply with our obligations under these **Terms** with the reasonable skill and care expected of an FCA regulated investment professional who provides services such as we provide. We will therefore be liable for **Losses** suffered by you to the extent that such **Losses** are caused by our negligence, wilful default, fraud or breach of our obligations under the **Regulatory System**.

Nothing in these **Terms** shall be read as excluding or restricting liability we may have for death or personal injury or for breach of our obligations under the **Regulatory System**.

If we negligently fail to carry out your instruction to buy or sell an investment, we will normally put the **Account** in the same position as if the instruction had been carried out correctly. You will not suffer financial disadvantage because of any material error by us.

We do not accept responsibility for documents that go missing in transit to and from our offices.

We will not be liable if we cannot perform our obligations by reason of any cause beyond our reasonable control, which could include, but is not limited to, any act of God, fire, act of Government or supranational bodies or authorities without a reasonable period of prior notice, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes (affecting companies other than AESI) of whatever nature, late or mistaken delivery or payment by any bank or counterparty. If an event of this kind occurs, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on you and will pass on to you (up to the amount of the **Losses** you suffered) any compensation that we may obtain under any action that we take against a third-party following such an event.

Our liability for any fault is subject to the Limitation Act 1980 which, in very broad terms, means that we will not accept that a court may hear a claim brought more than six years after the event complained of, or if later, more than three years after you discovered you could have a claim, with a maximum period of 15 years. The Financial Ombudsman Service applies the same limits but believes it may hear complaints after the 15-year point (although we will contest any claims brought after this period).

We do not hold client money on your behalf. We do not accept any responsibility for any acts or omissions from any third parties (including PSIL) who hold your money or investments, or who execute your trades. We have no obligation on your behalf to ensure that PSIL fulfil their responsibilities, as defined in **Schedule 1 (Custody of your Cash and Investments)**.

You agree to indemnify and hold AESI harmless against any **Losses**, claims or liabilities that we incur in connection with:

- a) any failure by you to comply with any applicable laws, **Rules** or regulations; and
- b) any breach by you of these **Terms**; and
- c) any third-party claims (including from your **Beneficiaries**) in relation to any services we provide to you under these **Terms**.

#### 14. COMPLAINTS

You must contact us immediately if you are dissatisfied with any aspect of the **Account**. Alternatively, contact the Compliance Officer at 7 Bell Yard, London, WC2A 2JR.

A complaint, in whatever form we receive it will be set out formally in **Writing** for clarity. We will handle each complaint in accordance with the **Rules**. We treat every complaint very seriously and aim to resolve each complaint fairly and promptly. We hope to resolve all complaints amicably. However, if we cannot resolve a complaint to your satisfaction you may escalate it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR. Their telephone number is either 0800 023 4567 or 0300 123 9 123, and their website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### 15. JOINT ACCOUNTS & TRUST ACCOUNTS

If we accept an application for a joint **Account** (that is where two or more clients open the same **Account**) we may accept instructions from any **Account** holder, and these will then bind all other **Account** holders. This means that each joint **Account** holder has as much authority over the **Account** as they would if they were the only **Account** holder: this includes being able to withdraw some or all the monies in the **Account** (although such monies may only be paid to the bank account that we record against the **Account**). If you wish us not to act unless we have instructions from all **Account** holders, you must tell us. We may request written authority from all **Account** holders.

In relation to joint **Accounts** or **Accounts** in the names of more than one Trustee, these **Terms** bind all joint **Account** holders and each joint **Account** holder will be jointly and severally liable to us. This means that each joint **Account** holder is responsible for himself and for the other joint **Account** holder(s) and we may act against any one or more for any client breach of these **Terms**.

We will send notices and communications to joint **Account** holders as agreed between you and us and each joint **Account** holder must maintain a live e-mail address to receive our ongoing communications. If there is no **Agreement** or what you require is not clear to us, we may send notices and communications to one joint **Account** holder only, who will be treated by us as authorised to receive them on behalf of all joint **Account** holders.

If a joint **Account** holder dies, the surviving **Account** holder(s) must notify us as soon as practicable upon becoming aware of the death. Unless we are expressly instructed otherwise, we will assume that any subsequent purchase or sale of an investment will be made solely for

the remaining **Account** holder(s).

If you operate the **Account** as a Trustee, you are responsible for ensuring the relevant laws and regulations in your jurisdiction are complied with. We are not responsible for the validity or effectiveness of any trust deed or documentation, or your responsibilities as a Trustee, and we hold no responsibility or liability towards your **Beneficiaries** under these **Terms**. Our role is solely to provide the **Account** and online services to you, the operator of the **Account**. Each time you sign the **Account Opening Documents**, as the Trustees of the **Account**, you confirm that you have full capacity, power and authority to open and operate the **Account** and you are authorised to sign. The application must be supported by the documentation as may be requested by us and as required by law.

#### 16. DATA PROTECTION NOTICE AND CONSENT

AESI will process your data in accordance with the General Data Protection Regulation.

The controller is AESI. If you are a data subject whose data is controlled and/or processed by AESI; you can contact AESI at 7 Bell Yard, London, WC2A 2JR, or by e-mail to [marketing@aesinternational.com](mailto:marketing@aesinternational.com). The UK's data control authority is the Information Commissioner's Office, whose contact details are Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF, telephone numbers 0303 123 1113 (local rate) or +44 / (0) 1625 545 745. E-contact may be carried out on <https://ico.org.uk/global/contact-us/email/>. Data subjects may lodge a complaint with the supervisory authority.

The purpose of the controlling and processing of data in relation to clients is to enable us to perform and improve our business of advising on financial services for clients; this includes being able to carry out due diligence on clients for anti-money laundering, anti-terrorist financing and anti-fraud purposes; to audit and assess risk in our services; to comply with various statutory and regulatory obligations; to market our services to those who may wish to receive them (and in relation to potential clients to consider whether to take them on); where a data subject becomes an AESI client, UK statutory obligations require AESI to retain records generally for five years and indefinitely in respect of clients who perform defined benefit pension scheme transfers. AESI also retains client data for its legitimate interest purposes for up to fifteen years after the last date on which business is performed for a client or there has been a communication exchange to be able to resolve disputes or similar matters such as being able to show clients that they have been treated fairly. Data may also be used for direct marketing purposes.

AESI does not intentionally process special categories of personal data (for example genetic data) unless such information is necessary towards the provision of its services (for example: a general overview on a data subject's health may be of relevance) and does not use systems to make automated decisions based on client data subjects. Provision of personal data by a client is unavoidable for the purposes of AESI contracting its services to a client, and if such data is not provided, AESI will typically not be able to provide services.

AESI may share clients' personal data with auditors and professional advisers, and those who provide professional services to AES for client purposes, such as those providing a client money-handling service, those providing storage services for e-mail records and the like and those providing cloud storage and processing systems; it will also share it with regulators where required by relevant regulations and law, and/or administrative requirements. This may include HMRC (and/or other relevant tax authorities), the FCA and other regulating



authorities, and the Financial Ombudsman Service (and overseas equivalents if relevant).

AESI transfers data to servers in the UAE as part of a common IT system with its branch in the DIFC and a sister company in the UAE AES Middle East Insurance Broker LLC. The UAE has not benefited from an adequacy decision from the EU. AESI manages such transfers by operating its systems in the UAE to the same levels of protection as apply to it in the EU and by legally requiring this in the UAE through standard data protection clauses in a contract pursuant to Article 46 2(c) GDPR dated 1 May 2018. A copy of the contract is available on request to the contact details provided above.

Data subjects who are AESI clients have the right to data portability and to have access to their data held by AESI and to object to its rectification, erasure, or restricting (subject to AESI being able to comply with its legal obligations and to the extent that any such data does not meet the requirement of necessity for AESI to pursue its legitimate interests to resolve disputes and similar matters). You accept and consent to our role as a data processor and understand we will be required to process your data on your behalf. You may withdraw your consent by **Writing** to us at [marketing@aesinternational.com](mailto:marketing@aesinternational.com) at any time, but such withdrawal shall not be retroactive in effect.

Clients in receipt of direct marketing material from AESI may opt out of it at any time by contacting AESI as above; if this occurs, AESI will cease processing their data for direct marketing purposes.

This data protection notice may be updated from time to time. The latest version will be available on the AESI website ([www.aesinternational.com](http://www.aesinternational.com)).

If you are a Trustee of a trust, you confirm that in respect of the information on all the Trustees, **Beneficiaries**, settlors, and protectors, you have obtained their consent to you providing this information to us and to our using it as described above, and you can demonstrate this to us if requested, or you have a legitimate interest or statutory/regulatory requirement to obtain such information.

## 17. FEES

We calculate our fees using daily weighted average portfolio values and levy them quarterly in arrears. Quarter ends are 31 March, 30 June, 30 September and 31 December (or the **Business Day** before these dates). We set out all our current fees in our Rate Card which will be provided to you separately upon request.

We will take our fees initially from cash on the **Account** or, if there is insufficient cash, by selling units from the holding(s) on the **Account**. Our fees may include the cost of other arrangements, paid in accordance with the **Rules**. We may vary fees, commissions or interest rates on the basis provided in **Clause 23 (Changes to these Terms)** and will inform you of changes accordingly. Fees are payable within ten **Business Days** after they become due or, if invoiced, within ten **Business Days** after we issue the invoice.

You are liable for any costs we or our agents properly incur under these **Terms**, including reasonable commissions, transfer and registration fees, taxes, stamp duties and other fiscal liabilities. We may, in accordance with the **Rules**, receive commission or other benefits from a third-party. You should be aware that we may receive commission or other benefits relating to certain categories of investments we hold on your behalf within the **Account**. The amount of commission or other

benefits we may receive is based on the value of the relevant investment that you hold. We will ensure that any commission or benefit received does not prevent us from acting in your best interests, as per **Schedule 4 (Summary of our Conflicts of Interest Policy)**.

If you open the **Account** following an introduction by a third-party, we may make a 'one off' payment to the introducer or pay ongoing commission.

We will provide you with further details about our arrangements regarding the payment or receipt of fees, commission or non-monetary benefits before providing you with our service and at any point thereafter, on request.

Where your **Account** is advised by an **AES Group** Financial Adviser, we may facilitate with the collection of advisory fees where we have received a signed instruction relating to adviser charges and instruct PSIL to deduct such fees from your **Account**. Such fees collected will not be client money that PSIL holds on your behalf: instead it will be payable to your **AES Group** Financial Adviser.

The Custody Rates in our Rate Card are the fees associated with PSIL holding custody of your investments and for us arranging for this to take place.

## 18. TAX

You are entirely responsible for the management of your tax affairs, including making any applicable returns and/or payments and complying with applicable laws and regulations. You must tell us without delay of any change to your residency or citizenship status. You must also provide any information concerning your identity or affairs that we may from time to time reasonably request.

If AESI believes you are required to report your income or may be subject to tax in a given country, AESI will pass the tax information about the **Account** to PSIL who will then share the information with the relevant tax authorities, or AESI may have to share the information directly with the relevant tax authorities (including, in the UK, HMRC). In such circumstances AESI or PSIL may have to disclose information about the **Account** either directly to the tax authority, which may in turn share that information with other tax authorities.

To facilitate any such reporting, AESI may require additional information from you. If you do not provide the required information within a reasonable time or within any stated deadline, law and/or regulations may require AESI to withhold all or parts of any payments into your **Account**. Any withheld amounts may have to be passed on to the relevant tax authorities. AESI will not normally do this unless AESI believe, in their absolute discretion, that AESI must do so to comply with relevant laws and/or regulations.

Where our fees are expressly stated as exclusive of any tax, duty or levy we will add these taxes, duties or levies to the balance of fees as is appropriate. All payments made to you, related to income arising from investment and all money and assets contained in the **Account**, are subject to deduction and net of any applicable taxes, duties or levies. We will **not** reclaim tax paid on foreign dividends or foreign distributions received in the **Account**.

## 19. TERMINATION

These **Terms** shall remain in force until either **Party** requests **Termination**. **Termination** must be notified in **Writing** by one **Party** to

the other by not less than 30 days' notice. **Termination** may also occur immediately by notice in **Writing** by the one **Party** (the notifying **Party**) to the other, if the other **Party**:

- commits any material breach of its obligations under these **Terms** and if such breach can be made good, fails to make good such breach within five **Business Days** of receiving a written notice from the notifying **Party** requiring them to do so; or
- is liquidated or dissolved or declared bankrupt or is unable to pay its debts as they fall due.

**Termination** will occur automatically if the FCA (or its successor authority) ceases to authorise us.

If you have a **Smart Account, Retirement Solutions Account or Corporate Savings Account** and an **AES Group** Financial Adviser ceases to be your Financial Adviser, we reserve right to terminate your **Account** with 30 days' notice.

On **Termination**, no further costs or charges will accrue. However, we may charge you:

- any fees, costs, charges or expenses that have accrued to the date of **Termination**; and
- any additional expenses necessarily incurred by the **Termination**, and you will have to bear any **Losses** realised in settling or concluding outstanding obligations.

**Termination** shall be without prejudice to the completion of transactions you have already initiated. We will complete such transactions as soon as practicable. Upon **Termination**, in accordance with the above, the rights and obligations of the parties under these **Terms** shall end, except that **Clause 17 (Fees)** and **Clause 27 (Notices)** remain in full effect.

Upon **Termination**, PSIL's custodial relationship with you will end immediately and PSIL will promptly account to you for the investments held by it (and direct any further nominee or sub-custodian to do the same), save that PSIL may retain and/or realise sufficient investments to settle transactions you have already initiated and to pay any outstanding liabilities, owing to any counterparty, or to PSIL for services it has already provided.

## 20. YOUR CANCELLATION RIGHTS

If you wish to cancel this **Agreement** you must notify us in **Writing** or by telephone within 14 days of the date the **Account** was opened. If you cancel within the 14-day cancellation period, you may not get back the full amount invested. We will pay back any single payments, less any fall in the investment value due to market movements and charges already deducted. A cancellation notice being exercised in respect of a transfer will require us to either return the transferred assets to the transferor or send them to a new plan manager in cash.

## 21. TRANSFER

You may transfer assets from an existing **Account** to us either in cash or, if we agree, by way of in-specie re-registration (subject to in-specie re-registration being available and the transferor's approval). You may instruct us at any time to transfer out of the **Account** to another scheme (subject to the **Agreement** of the recipient). You may not transfer your rights and your obligations under these **Terms** to anyone else.

We may, after not less than 30 days prior written notice to you, transfer our rights and our obligations under these **Terms** to another company, firm, or AESI branch that at the time of such transfer is authorised and regulated by either the FCA or its successor authority, or the Dubai Financial Services Authority ("**DFSA**") or its successor authority.

## 22. RIGHTS OF THIRD PARTIES

Except as set out in **Clause 17 (Fees)** and in relation to any rights of PSIL under these **Terms**, a person who is not a **Party** (for the avoidance of doubt, this includes your **Beneficiaries**) to these **Terms** is not intended to have and does not have a right to enforce any provisions of these **Terms**. Any statute giving contractual or other rights to third parties will not apply, to the maximum extent possible.

## 23. CHANGES TO THESE TERMS

We may change these **Terms** from time to time in whole or in part and we will give you at least 30 days' notice in **Writing** of any changes before providing services to you under the changed **Terms**. Our reasons for amendment may include, but are not limited to:

- taking account of changes in legal, tax or regulatory requirements or market practices or of the costs of providing our services;
- clarifying any errors, inaccuracies or ambiguities we may discover;
- making these **Terms** clearer or more favourable to you;
- taking account of any changes in the way we, our agents or suppliers do business or price our services or any reorganisation we may conduct within the group of companies of which we are a member, or transferring our rights and obligations under this **Agreement** to another company in our group or an overseas branch of AESI; and/or
- providing for the introduction of new or improved systems, methods of operation, services or facilities.

In accordance with **Clause 17 (Fees)**, we may vary the fees and costs of services from time to time or introduce alternative charging structures. Any changes we introduce will be comparable to the charges you are already paying and in line with market rates. Any additional **Terms** or charges will not come into force before the 30-day notification period has expired.

As stated in **Clause 4 (The basis on which we provide our service)** we may arrange for your assets to be transferred to and held by an alternative custodian that AESI may appoint. We will give you at least 30 days' notice in **Writing** before proceeding with such an arrangement.

You may instruct **Termination** if you object to a change we propose to make, by following the procedure in **Clause 19 (Termination)**. No change will affect any outstanding order or transaction or any other legal rights or obligations arising before the date of the change.

## 24. OUTSOURCING AND USE OF AGENTS

We may delegate any of our functions to a third-party and may provide information about you and your investments to any such third-party. We remain liable for the acts and omissions of our delegates as if we had acted or omitted to act them ourselves. We may employ agents to perform ancillary services to enable us to provide the **Account**. We will act in good faith and with due diligence and reasonable care in the selection, use and monitoring of agents.

## 25. INTERPRETATION

In these **Terms**, unless the context requires otherwise:

- headings and titles are for convenience only and do not affect its interpretation; and
- the singular includes the plural and vice versa.

If a court of appropriate jurisdiction decides that any clause or part of any clause is not valid or enforceable for any reason, the remaining clauses will not be affected. If you or we do not exercise, or if you or we delay in exercising a right, power or remedy that these **Terms** or law provide, this will not mean that you or we have agreed to waive or give up that right, power or remedy. If you or we exercise any right, power or remedy that law or these **Terms** provide, this will not prevent you or us from exercising any other right, power or remedy that you and we may have.

## 26. GOVERNING LAW AND JURISDICTION

This **Agreement** and any dispute or claim arising out of or in connexion with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales. Each **Party** irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connexion with the **Agreement** or its subject matter or formation (including non-contractual disputes or claims).

## 27. NOTICES

Any notice given under these **Terms** must be in **Writing**. Any notice given by us by post will be considered given ten **Business Days** after posting to an address abroad. Any notice given by hand delivery or by fax will be considered given upon delivery or transmission. Any notice given by e-mail will be considered to have been received one **Business Day** after being transmitted.

In proving service or delivery of the relevant communication, it shall be sufficient for us to prove that it was correctly addressed to the last address notified in **Writing** by you to us, and where sent by fax, or other means of telecommunication, that it was transmitted to the correct number or e-mail address as last notified by you, to us, in **Writing** or via our website.

This **Clause 27 (Notices)** does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 28. GLOSSARY

**Account** – an investment account described in **Clause 2 (Information about our services)**;

**Account Opening Documents** – the documents you must complete to become a client;

**AES Group** – AESI's subsidiaries, holding companies, related entities, and affiliates;

**Agreement** – a legally binding arrangement between parties as to a course of action;

**Beneficiaries** – include your **Beneficiaries** and/or the settlors/**Beneficiaries** (individual and corporate) for the trust **Account**;

**Business Day(s)** – a day which is both a working day in the UAE and on which banks in London are generally open for dealings (and so a public holiday in either UAE or London is not a Business Day);

**Collective Investment Schemes** – arrangements that enable many

investors to 'pool' their money, to gain access to a wider range of investments, usually called "**funds**";

**Complex Products** – sometimes referred to as structured products or non-conventional investments. They tend to be both more complex and more risky than traditional investments, and often tempt investors with special features and higher returns than offered by mainstream investments;

**Conflicts of Interest Policy** – the course of action adopted by AESI for managing conflicts of interest;

**Conflicts of Interest Register** – the internal mechanism used to record and monitor conflicts of interest;

**Corporate Action** – any event that brings material change to an investment and affects its stakeholders;

**Emerging Markets** – the financial markets of developing countries;

**Execution-Only** – a client-driven investment decision, made without us providing advice, or against our advice;

**Fund Manager** – an entity responsible for implementing a fund's investing strategy and managing its portfolio trading activities;

**Guidance** – focused information provided to help you make your own investment decisions;

**Investment Information** – information on investments or markets, such as research recommendations, market trends, investment analysis or commentary on a fund's performance;

**Investment Tools** – tools to help you analyse your existing investments and/or choose or plan for new investments;

**Key Features/Key Investor Information Document** – a document providing a summary of the key characteristics of **Collective Investment Schemes**;

**Losses** – liabilities, losses, damages, costs, claims and expenses of any kind;

**Market Abuse** – circumstances where financial investors have been unreasonably disadvantaged, directly or indirectly, by others who: have used information that is not publicly available (insider dealing); have distorted the price-setting mechanism of financial instruments; or have disseminated false or misleading information;

**Multilateral Trading Facility** – alternative trading venues that bring together third parties who want to buy or sell certain types of investments, but that offer an alternative to formal exchanges with fewer restrictions as to what investments can be traded on them;

**Order Execution Policy** – the course of action adopted by AESI for executing trade orders;

**Party** – a person or people forming one side in this **Agreement**;

**Portfolio Selector** – a questionnaire that aims to evaluate your willingness to take risks, used to help you decide on a potential investment asset allocation for a portfolio;

**Regulated Market** – a multilateral system operated or managed to bring together third parties who want to buy and sell certain types of investments in line with fixed rules;

**Regulatory System** – the FCA’s legal and regulatory requirements with which we must comply;

**Rules** – the rules of the FCA;

**Termination** – the act of cancelling the contract that exists between you and us;

**Terms** – the terms of business as set out in this document and, if relevant, any changes made to them in accordance with **Clause 23 (Changes to these Terms)**;

**Writing** – any form of hard copy written communication, e-mail to a previously agreed e-mail address (but no other form of electronic communication), and fax.



## SCHEDULE 1: CUSTODY OF YOUR CASH AND INVESTMENTS INTRODUCTION

These Terms summarise the agreement ("**PSIL Agreement**") we have entered into with Platform Securities International Limited ("**PSIL**") on your behalf, under which PSIL has agreed to provide investment dealing services (including custody, dealing, settlement, nominee and associated services) for our clients.

By your signing to confirm your acceptance of these Terms, you hereby unconditionally and irrevocably agree to be bound by the terms and conditions of the PSIL Agreement and the Customer Terms and Conditions of PSIL (the "**PSIL Customer Terms and Conditions**") in paragraph 1 below. The PSIL Agreement provides that its terms are intended to be binding and enforceable on and by you as our client.

PSIL is incorporated in Jersey with registered number 116715 and is regulated under the Financial Services (Jersey) Law 1998, as amended, by the Jersey Financial Services Commission ("**JFSC**") to carry on investment business. The JFSC is protected by the Financial Services (Jersey) Law 1998 against liability arising from the discharge of its functions under that law.

### 1. OUR RELATIONSHIP WITH PSIL

We have entered into the PSIL Agreement on behalf of ourselves and each of our clients with PSIL under which PSIL has agreed to provide settlement, custody and associated services (the "**PSIL Agreement**").

The principal terms of the PSIL Agreement and the PSIL Customer Terms and Conditions are set out below.

By accepting the PSIL Customer Terms and Conditions you agree that:

- We are authorised to enter into the PSIL Agreement on your behalf as your agent on the terms summarised below.
- Our accepting the PSIL Customer Terms and Conditions will constitute the formation of a contract between you and us and between you and PSIL.
- We are authorised to give instructions to PSIL and to agree any amendments to the PSIL Agreement on your behalf.
- PSIL is authorised to transfer cash or investments from your account to meet your settlement or other obligations to PSIL and also the fees and charges that you have agreed to pay us.

Under the PSIL Agreement you will remain our client but will also become a customer of PSIL for settlement and safe custody purposes only. We retain responsibility for regulatory compliance regarding our operations and the supervision of your account. In particular, we remain responsible for approving the opening of accounts, anti-money laundering compliance and accepting securities orders. PSIL neither provides investment advice nor gives advice nor offers any opinion regarding the suitability of any transaction or order.

You must direct all enquiries regarding your account to us and not to PSIL. PSIL will not accept instructions from you directly but may correspond with you in respect of any queries or complaints about their service (see paragraph 7 below). PSIL reserves the right to refuse to hold any particular securities on your behalf in its custody and nominee service.

Your investments will be held outside the UK and the market practices, insolvency and legal regime applicable in the relevant overseas jurisdiction is likely to differ from the regime applicable in the UK.

### 2. CLASSIFICATION

For the purposes of the JFSC rules, PSIL will classify you as a retail client.

### 3. LIABILITY AND INDEMNITY

You must reimburse PSIL for any costs, losses, or expenses PSIL may incur as a result of any breach by you of the provisions of the PSIL Customer Terms and Conditions or any failure by you to make delivery or payment when due. PSIL shall have no liability for any circumstance or failure resulting from any event or state of affairs beyond PSIL's reasonable control including, without limitation, any failure of communication or computer systems or equipment or the suspension of trading by an exchange or clearing house. PSIL shall not be liable for loss arising other than as a result of its breaching the PSIL Customer Terms and Conditions, its own negligence or wilful default or contravention of the JFSC rules and, in any event, will not be liable to you for any indirect or consequential loss (including without limitation loss of profit, market or trading losses).

Joint account holders will be jointly and severally liable to PSIL; PSIL 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.

### 4. GOVERNING LAW AND JURISDICTION

The PSIL Agreement and the PSIL Customer Terms and Conditions are governed by and shall be construed in accordance with Jersey law and you hereby submit to the non-exclusive jurisdiction of the Jersey courts.

### 5. AMENDMENT

PSIL may change or add to any of the PSIL Customer Terms and Conditions by giving you reasonable notice, which will usually be at least one calendar month. In the event of any such variation or amendment we will send you a written notice of the change or addition, which shall include the date from which the change or addition shall be effective.

### 6. TERMINATION

Either you or PSIL may terminate the PSIL Customer Terms and Conditions by giving written notice to the other party. Such termination will not prejudice the completion of transactions already initiated.

### 7. COMPLAINTS

You should direct all complaints in the first instance to our Compliance Officer. If, however, any aspect of your complaint concerns PSIL's service, you may send a copy of your complaint directly to:

The Compliance Officer,  
Platform Securities International Limited,  
1 Liberty Place,  
Liberty Wharf,  
La Route de la Liberation,  
St Helier,  
Jersey,  
JE2 3NY  
Or phone +44 (0) 1534 752 990.

A copy of PSIL's complaints handling procedure is available from them free of charge upon request.

Both we and PSIL will try to resolve your complaint as quickly as possible. PSIL will provide a written acknowledgment within five working days (unless you expressly agree to the contrary) and confirm that your complaint is being considered, who will handle your complaint and how you can contact them. PSIL will then keep you

informed about the progress of your complaint, including details of any actions being taken to resolve your complaint.

Within eight weeks of first receiving the complaint – and, in any event, within three months of first receiving the complaint – PSIL will try to provide you with a final response which will provide you with a decision regarding your complaint and where appropriate, may offer redress or remedial action. This final response will also inform you of your rights to refer the complaint to the Channel Islands Financial Ombudsman if you remain dissatisfied.

## 8. DATA PROTECTION AND CONFIDENTIALITY

PSIL is registered as a data controller under the Data Protection (Jersey) Law 2005.

PSIL may use, store or otherwise process personal information provided by you in connection with providing its services, administering your account or for ancillary purposes.

The information PSIL holds about you is treated as confidential and will not be used for any purpose other than in connection with providing its services.

PSIL will not disclose such information except:

- where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over PSIL;
- to investigate or prevent fraud or other illegal activity;
- to a third-party in connection with providing services to you;
- 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; or
- at your request or with your consent.

PSIL uses other persons or entities in providing of its services and it is sometimes necessary to share your personal data with those other persons or entities both within and outside the European Economic Area (EEA). PSIL is committed to maintaining the security of your data and will ensure that such other persons or entities are under appropriate contractual restrictions in respect of the security and use of that data. PSIL may transfer your data both within and outside the EEA for the purposes set out above.

In accordance with Data Protection legislation, you are entitled, on payment of a prescribed fee, to a copy of the information PSIL hold about you. In the first instance, you should direct any such request to us.

You must let us know if you think any information PSIL hold about you is inaccurate, so that we or PSIL may correct it.

In accordance with legal and regulatory requirements, PSIL will retain your records for a minimum period of ten years following the termination of any relationship between you and us. This period may be extended by law, regulatory requirement or agreement between you, us and PSIL.

Neither we nor PSIL can agree to a request to destroy or delete any record pertaining to you unless we (or PSIL) are required to do so by law or regulatory requirement.

## 9. CONFLICTS OF INTEREST

PSIL provides a wide range of services to both retail customers and companies engaged in a variety of activities on behalf of individuals and

institutional customers, including managing client assets, transacting deals and the custody of assets. At times PSIL may have interests which conflict with those of their customers. Conflicts may arise between their interests, their associates and employees and their customers and also between customers.

PSIL have in place a Conflicts of Interest Policy and procedures specifically designed to identify and manage such conflicts. These procedures include organisational and administrative arrangements that are intended to restrict the flow of information and access to client data so as to protect customer interests and to ensure that employees' activities are visible to senior management and monitored. Further information on PSIL's Conflicts of Interest Policy is available on request.

PSIL may place money held for your account with a bank or other financial institution (in accordance with and subject to JFSC rules) and earn interest and retain some of that interest from that bank or financial institution.

## 10. SETTLEMENT

All transactions will be due for settlement in accordance with market requirements (as shown on the relevant contract note or advice). You must ensure that (a) PSIL will receive all cash and securities when due with respect to any transaction which it is to settle on your behalf (b) all cash or investments held by or transferred to PSIL will be and remain free of any lien, charge or encumbrance. You undertake to pay all monies due and owing by you to PSIL without set off, counterclaim or deduction. All cash and investments you hold with or transfer to PSIL (or its nominees) (other than cash and investments to which the Securities Interest (Jersey) Law 2012, as amended applies), will be subject to a first fixed charge by way of security for your obligations to PSIL. It is your responsibility to ensure that all money due to us and all documents are received by us or PSIL by the due date to enable settlement of a transaction PSIL execute on your behalf.

You acknowledge that in settling transactions on your behalf, PSIL is acting as agent on your behalf and that PSIL will not be responsible for any default or failure on the part of any counterparty to a transaction.

You bear all currency exchange risk in respect of any transaction you make in overseas investments. When completing your account opening form, you will be asked to select your preferred base currency, either Sterling (GBP), US Dollars (USD), Euros (EUR) or Swiss Francs (CHF). The currency you choose is the default currency for your account and transactions will be settled in and reported in that currency unless you expressly instruct us otherwise. PSIL and any other parties involved in providing the currency exchange transaction to you may earn revenue from such transaction. This revenue is based on the difference between the applicable bid and offer rates for the currency and the rate at which the rate is offset either internally, with a related third-party, or in the market.

## 11. PAYMENT OF CHARGES

PSIL may deduct any money you owe to us, PSIL, or agents used by us, as stated in the relevant contract advice note, or any other applicable charges, from money PSIL holds in your account. PSIL reserves the right to retain your funds for this purpose.

## 12. DEFAULT PROVISIONS

If you do not pay cash or deliver investments when due to meet your settlement obligations or if you fail to meet any other of your obligations to PSIL, we or PSIL may exercise the rights set out in the remainder of these Default Provisions.

PSIL will be entitled to retain any cash or investments held on your account and will have no obligation to pay such cash or deliver any investments to you or any third-party until you have paid any cash owing or delivered any investments due. PSIL may:

- i. sell any investments held on your account and use the proceeds (after deduction of any costs incurred) or use any cash to eliminate or reduce any amount that you owe to PSIL. If the available cash or proceeds of selling investments is insufficient to cover your obligations to PSIL you will still owe the balance;
- ii. close-out or reverse or cancel a transaction you previously entered into; and/or
- iii. take or refrain from taking action that would or could eliminate or reduce any liability under a transaction previously entered into.

Where PSIL exercises its rights to use your cash or dispose of your investments under these default provisions it will have no further obligation to you or any third-party in respect of that cash or those investments.

You agree that PSIL may, subject to the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001 (the '**Client Assets Order**'), set off transfer or apply any cash or other obligations PSIL may owe to you in order to satisfy in whole or in part any debt or obligation you may owe to PSIL. This applies even if the obligations are in different currencies.

In exercising its rights under the PSIL Customer Terms and Conditions PSIL may convert currencies and carry out foreign exchange transactions at such rates and in such a manner as PSIL may reasonably decide. In such circumstances PSIL will be acting on its own behalf and, provided it has acted reasonably, it shall not be liable to you for the result obtained or the choice of investments sold.

These default provisions will apply until you have paid all cash or investments due to PSIL even if we or PSIL cease to provide services to you.

### 13. CLIENT MONEY

PSIL will hold your money as client money, in accordance with the Client Assets Order, which among other things, requires PSIL to hold your money in a client bank account established with statutory trust status at an approved bank, as defined in the Client Assets Order, in Jersey or elsewhere.

Your funds will therefore be segregated from PSIL's own funds. The approved bank may hold such money with other clients' money in a pooled account in the name of PSIL A/C Client.

PSIL does not pay interest on any of your cash that is not invested.

### 14. BANKS OUTSIDE JERSEY

In the event of a default or failure of a bank or depository outside Jersey your money may be treated differently from the way in which it would be treated if it were held at an account in Jersey.

PSIL will exercise due skill, care and diligence when selecting and periodically reviewing a bank to hold client money. However, PSIL is not responsible for any acts, omissions or default of a bank chosen by it.

### 15. CUSTODY

PSIL will register your investments in the name of a nominee company controlled by PSIL, or in the name of a third-party custodian appointed

by PSIL as your agent, and will hold your investments on trust for you in accordance with the JFSC rules. PSIL is responsible for the acts of its nominee to the same extent as for its own acts, including, for the avoidance of doubt, for losses arising from fraud, wilful default or negligence. Your accepting the PSIL Customer Terms and Conditions authorises PSIL to hold your investments in safe custody, to transfer securities from your account when you have sold them, to accept offers, and to carry out other custodian functions which may be required.

PSIL may register or record your overseas investments in the name of an approved custodian (as defined under the Financial Services (Investment Business (Client Asset) Jersey) Order) 2001 or in the name of PSIL in one or more jurisdictions outside Jersey. Your investments may therefore in some cases not be segregated from the investments of such a custodian and separately identified by us, and therefore, your investment may not be protected as well as if it was so segregated in the event of a default on the part of the person in whose name the investments belonging to you are so recorded.

Your investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements from those applying in Jersey. PSIL will exercise reasonable care in selecting and supervising custodians and nominees, but PSIL will not accept responsibility for the performance of these obligations. However, PSIL accepts responsibility for losses arising directly from its own fraud, wilful default or negligence.

Investments registered or recorded in the name of a nominee or custodian (as outlined above) may be pooled with those of one or more of PSIL's other customers. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register. If there is an irreconcilable shortfall following any default of the custodian, 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 if your investments had been registered in your own name.

PSIL or any approved custodian will deduct local withholding or other taxes when required to do so to comply with legal or regulatory requirements. As a consequence of pooling, such deductions may be paid or withheld at rates that are less beneficial than those that might apply if the shares were held in your own name. If you are eligible to reclaim any such deductions this will be your responsibility, not the responsibility of PSIL or the approved custodian.

Since your investments are held on a pooled basis, PSIL may receive additional entitlements, for example after certain corporate actions, which would not have arisen to PSIL if the investments been registered in your own name. Consequently, you are not eligible for these additional entitlements. PSIL allocates these to a separate account.

You must send to us all instructions regarding the administration of your investments held by PSIL on your behalf, for onward transmission to PSIL. We do not accept instructions from, or send instructions to, third parties, unless you have put in place a valid power of attorney for that purpose.

PSIL 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 PSIL or any Custodian approved by us as soon as reasonably practicable after receiving notice

of those events.

PSIL will be responsible for claiming and receiving dividends, interest payments and other entitlements accruing (excluding scrip dividends). We will be responsible for instructing PSIL to:

- exercise conversion and subscription rights;
- deal with takeovers, new issues or other offers or capital reorganisations;
- exercise voting rights.

Some companies provide benefits to shareholders relating to the nature of their business. These benefits may not be automatically available to you, as your stock will be registered in the name of a nominee. If you wish to receive such benefits (where available), you must make the necessary arrangements. We will arrange, if you so choose, for you to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held through us.

## 16. EXCLUSION OF SUPPLY OF GOODS AND SERVICES (JERSEY) LAW 2009

To the extent permitted by law, you agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to any other party in relation to the PSIL Agreement or the PSIL Customer Terms and Conditions.

## 17. GENERAL TAX MATTERS

PSIL provides its custody and associated services outside the UK. PSIL does not warrant that the services will provide tax benefits to any particular individual. You should seek tax advice before investing via AES Financial Services Ltd for tax or other purposes. PSIL will not provide you with any advice or assurance on taxation matters.

Consequently, PSIL does not accept any liability for the tax consequences, which may result from any of the services that we provide to you.

### SCHEDULE 2: RISK WARNING

This notice cannot disclose all the possible risks associated with products we make available to you. You should not invest in or deal in any financial product unless you understand its nature and the extent of your exposure to risk. You should also be satisfied that it is suitable for you in the light of your circumstances and financial position. Different investment products have varied levels of exposure to risks and to different combinations of risks.

### GENERAL

All investments involve risk. This section describes some of the risks that could be relevant to the services we provide. We may provide further risk information during the course of our services to you, as appropriate. Our services relate to certain investments whose prices are dependent on financial market fluctuations outside our control. Investments and the income from them may go down as well as up and you may get back less than the amount you invested. Past performance is **not** a guide to future performance. It is **your** personal responsibility to ensure that you understand the nature of any investment before you invest, by making sure you read the **Key Features/Key Investor Information Document** for a summary of the main risks.

**Complex Products** carry additional risks to those described for the other categories of investments and you must note the additional risk

warnings that accompany **Complex Products**. In some cases, this category of investment may not be offered to investors without undertaking further enquiries.

### RISKS APPLYING TO TYPES OF INVESTMENT

#### COLLECTIVE INVESTMENT SCHEMES (COMMONLY KNOWN AS "FUNDS")

A fund is a term that covers several types of structure, normally Open-Ended Investment Companies ('OEICs' - by far the most common) or Unit Trusts. Funds enable many investors to 'pool' their money, to gain access to professional **Fund Managers**. Investments held by funds may typically include gilts, bonds and quoted equities, but depending on the type of investment strategy, may hold higher risk instruments such as property, derivatives, unquoted securities and other **Complex Products**.

Funds bear investment management risks, insolvency risks and, on occasion, liquidity risks.

#### EXCHANGE TRADED FUNDS ("ETFs")

ETFs are investment funds that are traded like shares. They hold assets such as shares, commodities or bonds and normally closely track the performance of a financial index. Some ETFs rely on complex investment techniques to achieve their objectives.

#### COMPLEX PRODUCTS

Some products (such as Hedge Funds, Structured Products, Warrants and Venture Capital Trusts) are defined as 'complex'. There is no single definition for **Complex Products** but products that fit into this category are generally those where:

- there is an actual or potential liability greater than the amount invested; or
- the product is a derivative or has derivatives embedded in it; or
- there are limited or restricted opportunities to sell the product; or
- adequately comprehensive information is not generally available on the product.



## SECTOR/ASSET SPECIFIC RISKS

There are common risk factors relating to the geographical area, industry and/or asset type applicable to an investment product, particularly funds. Different funds carry varying levels of risk depending on the geographical region and industry sector in which they invest.

- *Targeted Absolute Return funds* do not guarantee a positive return and you could get back less than you invested, like any other investment. Additionally, the underlying assets generally use complex hedging techniques using derivative products;
- *Smaller companies' shares* can be more volatile and less liquid than larger companies' shares, and so smaller companies' funds may carry more risk;
- *Investments in Emerging Markets* are generally less well regulated. There is often a generally higher chance of political and economic instability, accelerated inflation, exchange rate fluctuations, adverse repatriation laws and fiscal measures, with less reliable custody, dealing and settlement arrangements. The market(s) can also be less liquid. If a fund investing in markets is affected by currency exchange rates, the investment's value may well vary in response to changes in those exchange rates (see below). These investments therefore carry more risk;
- *Investments denominated in a currency other than the one you use routinely*, or ones that undertake transactions on foreign or **Emerging Markets**, may expose you to greater risks caused by fluctuations in foreign exchange rates;
- *Bonds issued by Emerging Markets governments or smaller corporate issuers* are often riskier than their major government or large corporate counterparts. There is often generally a higher chance an **Emerging Markets** government or smaller corporate issuer may experience financial difficulty, putting some or all the capital invested at risk;
- *Funds investing in a specific sector* alone may carry more risk than those spread across different sectors. For example, the underlying stocks in gold, commodity, technology and other similarly-focused funds can be more volatile and illiquid;
- *The property market* can be particularly illiquid by comparison with other funds; consequently, there can be times when investors in property funds will be unable to sell their holdings. Property valuations are subjective and a matter of judgement.

## FUND MANAGER(S) RISK

This is the risk of loss resulting from the poor performance of the **Fund Manager(s)**.

## LIQUIDITY RISKS

There may be difficulty in selling an investment caused by several factors including, but not limited to, insolvency of the investment, adverse stock market conditions, selling restrictions placed on funds by their manager(s) (sometimes referred to as gating, lockups, notice periods or suspension of redemptions). Property funds are often more prone to this than non-property funds. In these circumstances, you may not be able to sell such investments in a timely manner and the value of those investments may fall significantly.

## SUSPENSIONS 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.

## CLEARING HOUSE PROTECTIONS

On many exchanges, the settlement of a transaction is 'guaranteed' by the exchange or clearing house. However, this guarantee may not protect you if the **Fund Manager(s)** or another party defaults on its obligations to the exchange.

## INSOLVENCY

The **Fund Manager's** insolvency or default, or that of other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets that you lodged as collateral and you may have to accept any available payments in cash. On request, the **Fund Manager** must provide an explanation of the extent to that it will accept liability for any insolvency of, or default by, other firms involved with your transactions.

## EXECUTION-ONLY INVESTMENT

**Execution-Only** investment, where investors make their own investment decisions and transactions, is not for everybody. Investors who choose to invest in this manner should regularly and frequently review their portfolio, to ensure that the underlying assets remain in line with their investment objectives. This can be particularly important for those investing towards a defined time horizon.

## SCHEDULE 3: BEST EXECUTION DISCLOSURE STATEMENT PURPOSE

The purpose of this Best Execution Disclosure Statement is to provide you with information about how we handle transactions for the **Account** in accordance with our **Order Execution Policy**.

## OUR OBLIGATION

The **Rules** require us to take all reasonable steps to achieve the best possible result, considering relevant factors set out below, when executing orders or passing orders to other persons for execution. This is referred to as 'best execution'. We will do this by following the **Order Execution Policy** and supporting procedures, which are designed to obtain best execution.

## SPECIFIC INSTRUCTIONS WARNING

Where you give us specific instructions relating to a transaction for the **Account**, and we agree to follow them even though they do not follow our policy, it may prevent us from obtaining best execution for that transaction.

## HOW YOUR TRANSACTIONS ARE EXECUTED

We transmit your instructions to PSIL, and Platform Securities LLP will execute your trades on behalf of PSIL, in line with their best execution policy that can be found on the [Platform Securities website](#).

## BEST EXECUTION FACTORS

The **Rules** require us to consider a range of factors in deciding how to handle your transaction. These include price, costs, speed, likelihood of execution and settlement, the size and nature of the order and any other considerations relevant to the execution of the order. We will generally give the highest priority to price and cost (together referred to in the **Rules** as the 'total consideration'). We will give precedence to speed, likelihood of execution and settlement, the size and nature of the order, market impact and any other implicit transaction costs over the immediate price and cost consideration only insofar as they, in our opinion, are instrumental in providing a suitable result in terms of the total consideration.

## MONITORING AND REVIEW OF THE ORDER EXECUTION POLICY AND ORDER EXECUTION ARRANGEMENTS

The **Rules** require us to monitor the effectiveness of our **Order Execution Policy** and our order execution arrangements generally. Where applicable, we will assess on a regular basis whether the execution venues included in the **Order Execution Policy**, and the brokers and dealers to whom we transmit orders, allow us to achieve best execution on a consistent basis. Where this process identifies any deficiencies, we will make appropriate changes to our arrangements. We will notify you of any material changes to the **Order Execution Policy** or our order execution arrangements.

## CONSENT TO THE POLICY

You consent to our **Order Execution Policy** by opening the **Account**, including consent to the possibility that transactions may be executed outside any EU **Regulated Market** and regulated MTFs as explained above.

## FURTHER INFORMATION

If you would like further information on any aspect of our **Order Execution Policy**, please contact us.

### SCHEDULE 4: SUMMARY OF OUR CONFLICTS OF INTEREST POLICY

AESI maintains a framework of policies and procedures to govern the identification and management of conflicts of interest that may exist between:

- AESI, its employees, its associates and agents (including its associates' and agents' own employees and clients) and any of its clients;
- two or more of its clients with competing interests; and/or
- the personal interests of employees (etc.) of AESI and the interests of AESI or its clients.

This framework consists of an overall **Conflicts of Interest Policy** and the procedures put in place to implement it. **This Conflicts of Interest Policy** explains how AESI will:

- identify circumstances that, while providing our services, give or may give rise to conflicts of interest entailing a material risk of damage to clients' interests; and
- maintain systems designed to prevent those circumstances from constituting or giving rise to a material risk of damage to clients' interests.

The **Conflicts of Interest Policy** is underpinned by detailed policies to address specific areas of potential conflict arising out of AESI's structure and various lines of business. All employees of AESI are required to adhere to these policies and any associated procedures. AESI's overriding principle is that employees must place clients' interests

before their own and those of AESI and AESI's directors, employees and agents. They must disregard any other relationship, arrangement, material interest or conflict of interest that may materially influence, or appear to materially influence, any service provided to a client including the giving of advice or recommendations. At least on an annual basis we will review the **Conflicts of Interest Register** that is maintained as part of the overall **Conflicts of Interest Policy**.

The principal policies and procedures in place to address conflicts of interest and their purpose are as described below:

### INDEPENDENCE

If AESI identifies circumstances and/or activities that might bring about a conflict of interest, it will take steps to ensure that the department and employees carrying on those activities operate independently from each other.

These measures may include:

- physical separation and/or IT measures to prevent or control the exchange of information between people and teams conducting activities with a risk of a conflict of interest;
- separate supervision of persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of AESI; and/or
- creation of clear reporting lines that ensure that there is no reporting link between business activities with a conflict of interest and that prevent any person involved in one business activity from exercising inappropriate influence over the way that another person involved in another business activity carries it out.

### INTEGRITY AND STANDARDS OF CONDUCT

AESI insists that, in its dealings with clients, its employees must act in accordance with the highest standards of integrity. A hospitality and gift approval process is in place to manage conflicts that occur in these areas.

### CUSTOMER ORDERS

To ensure fair treatment for clients, the **Order Execution Policy** and dealing procedures require AESI to take all reasonable steps to achieve the best overall trading result for clients, to exercise consistent standards and to operate the same processes for all clients across all markets and financial instruments. We shall not give undue preference to any client when trades are aggregated. We shall not reallocate a trade to any individual client other than to correct an error or to adjust an uneconomic initial allocation, for example on a partial fill of an order.