

**CP ACCELERATE
TERMS &
CONDITIONS**



INTRODUCTION

The CP Accelerate Platform is an online wealth management service provided by Cooper Parry Wealth Limited, FCA reference 197 193 and is only available where Cooper Parry Wealth (or Appointed Representative of) are the Financial Adviser.

The platform allows Cooper Parry Wealth to invest and manage your money across a range of Assets and Accounts (such as an ISA, SIPP or General Investment Account). This is all brought together in one place to make viewing your financial position easier. Cooper Parry Wealth will manage this Platform Account online on your behalf, but you have access so you can view all of your investments in one place.

By accepting these Platform Terms & Conditions, you agree that you will enter into a separate agreement between you and Cooper Parry Wealth, giving all necessary authorisations and consents for them to act on your behalf in relation to the Platform in accordance with and subject to these Platform Terms & Conditions.

More specifically, you will authorise Cooper Parry Wealth to:

- Submit platform-related instructions via CP Accelerate on your behalf;
- Receive from CP Accelerate information, reports and notices via your online Platform Account, which Cooper Parry Wealth (or Appointed Representative of) may also pass on to you as appropriate and applicable;
- Instruct CP Accelerate, including in respect of the transfer of Cash or
- Assets, to meet your settlement or other obligations and/or to transfer your Cash and
- Assets to another custodian of your choice.

Cooper Parry Wealth remains responsible for compliance and regulatory requirements regarding platform operations and the supervision of your Platform Account. In particular, Cooper Parry Wealth remains responsible for approving the opening of Platform Accounts, money laundering/identity checks, compliance, accepting and executing transactions, assessing the suitability of investments when it has a duty to do so, providing any investment advice and for managing our ongoing relationship with you. Any concerns about the suitability of your Platform Account or any Investment Account should be addressed to your Relationship Manager.



IMPORTANT INFORMATION

The Platform Terms & Conditions provide you with the information you need to know before you use the CP Accelerate Platform for your investments.

Please read these Platform Terms & Conditions carefully as they contain important information which you should consider before investing and managing your money on our Platform and provides the framework under which our relationship with you will operate.

Terms and conditions that apply generally to both our Platform and the Investment Accounts available through it are provided in Schedule A and Schedule B.

Please note that these Platform Terms & Conditions will form the basis of a legally binding agreement between you and us, together with the documents/information listed below, and upon which we intend to rely:

- (a) the details that you complete on the Platform; and
- (b) the CP Accelerate Platform Charges schedule as varied from time to time, which can be found here: <https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/>

Consequently, if you have any queries about these Platform Terms & Conditions or are unsure about any of its terms, you should speak to your Relationship Manager. By ticking the relevant box on our website, you agree to accept these Platform Terms and & Conditions.

In addition to these documents, you should also refer to other documents mentioned in these Platform Terms & Conditions such as the CP Accelerate Key Features, and our policies (e.g. our Custodian's Order [Execution Policy](#)). For further information on our policies please refer to Section 30. These documents are all available from your Relationship Manager and our website:

<https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/>

You should keep them in a safe place for future reference. These Platform Terms & Conditions and any subsequent versions will be available to view in the Message Hub on the Platform. If you have any questions, please refer to your Relationship Manager. We may, at our discretion, vary these Platform Terms & Conditions and our charges in accordance with Section 26 'Changes to these Platform Terms & Conditions'

Your contract documentation and any subsequent correspondence with you regarding these Platform Terms & Conditions and your Account will be in English and will be available in the Message Hub on the Platform.



CONTACTING US

Please continue to use your Relationship Manager at Cooper Parry Wealth as your first point of contact.

You can also contact our customer services team as follows:

Email: hello@cpaccelerate.com

Address:

Head of Platform Operations

Sky View

Argosy Road

East Midlands Airport

Castle Donington

Derby

DE74 2SA

Website: www.cpaccelerate.com

Phone: 01332 411163



SCHEDULE A - APPLICABLE TO ALL PLATFORM ACCOUNTS

Adviser Charges: means any fee which you have agreed to pay to Cooper Parry Wealth for initial or ongoing advice, and which is facilitated through your Investment Account.

Advisory Model Portfolio: means a Model Portfolio managed on an advisory basis – this means that changes cannot be made to the assets held within a Model Portfolio without seeking the consent of the investors - following any such changes the Model Portfolio must remain consistent with the investment objectives of that Model Portfolio.

Annual Management Charge: means the annual charge made by a fund manager. These charges are generally made to reflect the cost of managing the investments within the Fund and expressed as a percentage of the value of the Fund. The Annual Management Charge for a particular fund is shown in the Key Investor Information Document (KIID) that you will be given.

Applicable Law: means any law, legislation, instrument, rule, order, regulation, directive, bylaw or decision which applies to, concerns or otherwise affects either our or your obligations under these Platform Terms & Conditions, as varied from time to time. This includes the Finance Act 2004, the Financial Services and Markets Act 2012, substantive legislation made under acts, the ISA Regulations, any rules and regulations of any Authority (including, without limitation, the FCA rules) and/or the Data Protection Legislation.

Assets: means Assets held within your Platform Account such as Units in Unit Trusts, shares in OEICs, Exchange-Traded Assets, and other investments available to be held through your Platform Account.

Available Cash Balance: means the cash balance available within an Investment Account(s) at any given time.

Bank: means a deposit-taking institution as the Custodian may nominate from time to time.

Business Day: means any day when the London Stock Exchange is open for business.

Cash: means any cash balances, distributions and other amounts received or receivable as cash in your Investment Account from time to time.

Charges: means any charges payable in connection with your Investment Account. This includes the CP Accelerate Platform Charge, Adviser Charges and Dealing Charges.

Client: means an individual, Power of Attorney, Trustee, Corporate Entity, Charitable Trust or Beneficial Owners with an Investment Account on the Platform.

Client Account: means a bank account managed by the Custodian via a range of regulated deposit takers. The operation of this Client Account is subject to the FCA's client money rules.



Connected Accounts: means the linking of Accounts of connected Clients for the purposes of aggregated Platform Fee charging.

Contract Note: means the evidence that a Client has bought or sold an Asset including, the Assets traded, the price received and the date on which the transaction was executed.

Corporate Action: means an event which brings change to an Asset including but not limited to rights issues, stock splits, mergers and name changes.

CREST: means the computer-based system which enables Assets to be held and transferred in un-certified form and which is operated by Euroclear.

Custodian: means Seccl Custody Limited, a firm authorised and regulated by the FCA under reference number 793200 who provide custody services to CP Accelerate.

Data Controller: have the meanings given to them under the Data Protection Act 2018.

Data Protection Act: means the Data Protection Act 2018 and all other Applicable Law and best practice relating to the processing of personal data and privacy.

Dilution Levy: means an extra charge levied by Fund managers when you buy or sell units in a Fund. The Charge is designed to offset any potential effect on the value of the Fund of such transactions and is most likely to apply if the size of an individual transaction represents a significant proportion of the relevant Fund.

Exchange: means a recognised firm whose purpose is to allow listing and trading of Exchange-Traded Assets (for example the London Stock Exchange).

Exchange-Traded Asset: means any sterling denominated security we make available to you. This includes: shares, warrants, permanent interest bearing shares, gilts, corporate bonds, exchange-traded funds, exchange-traded commodities, investment trusts, or any other exchange-traded asset available to you within your Investment Account on the Platform.

FCA: means the Financial Conduct Authority or any successor authority.

FCA Rules: means the FCA's Handbook of rules and guidance, as amended or replaced from time to time and including, where relevant, any directly applicable EU regulation.

Financial Services Compensation Scheme (FSCS): means the compensation fund of last resort for Clients of authorised financial services firms. If a firm is unable, or is unlikely, to pay claims against it, the FSCS may be able to pay compensation to the firm's Clients, subject to its rules on eligible claims.

Fund: means an authorised unit trust or OEIC, or any other collective investment scheme available within your Investment Account.



General Investment Account (GIA): means an Investment Account subject to taxation.

HMRC: means HM Revenue & Customs.

Income: means all payments received by a Client as taxable income distributed from that Client's Assets (e.g. dividends and interest) and any tax reclaimed on UK Assets from HMRC on that Client's behalf.

In-Specie: means transferring the ownership of an asset from one person to another without the need to convert the asset to cash.

Investment Account: means any General Investment Account (GIA), Individual Savings Account (ISA), CP Accelerate SIPP, or Third Party Provider Account (TPPA) held on the Platform.

In Writing: means in writing to our postal address: Sky View, Argosy Road, East Midlands Airport, Castle Donington, Derby, DE74 2SA, or via e-mail to hello@cpaccelerate.com

ISA: means an Individual Savings Account (ISA) managed under the ISA Regulations.

ISA Manager: means Seccl Custody Limited as registered with HMRC as an ISA Manager.

ISA Regulations: means Individual Savings Account Regulations 1998, as amended, supplemented and modified from time to time.

ISP: means Investment Service Provider, which is Cooper Parry Wealth operating as CP Accelerate.

Joint Account: means an Investment Account set up in joint names.

Market Timing: means circumstances where, for a short period, Asset pricing does not yet reflect a potentially significant market impact. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before being re-priced.

Message Hub: The secure portal on the Platform for passing communications between CP Accelerate and you, and between CP Accelerate and Cooper Parry Wealth as the adviser firm (or Appointed Representative of)

Model Portfolio: means a defined collection of Assets and Cash set up in order to achieve a stated investment strategy. Model Portfolios will reflect a particular risk profile. For example, a Model Portfolio may be created that suits a Client with a cautious attitude to risk and will invest in Assets (in appropriate proportions) that are aimed to be consistent with a cautious attitude to risk.

Nominated Bank Account: means a UK bank or building society account where you are the named holder and which you have specified as the account to which any amounts under these Platform Terms & Conditions are payable to you.

Nominee: means a company (or entity) created for the purpose of holding Assets as registered



owner on behalf of the person entitled to the benefits or ownership of the Asset. The Nominee is Digital Custody Nominees Limited or any other Nominee as appointed by CP Accelerate, or by the Custodian. Digital Custody Nominees Limited is a wholly owned subsidiary of Seccl Custody Limited and its registered address is: 20 Manvers Street, Bath, England, BA1 1JW

OEIC: means Open Ended Investment Company.

Omnibus Account: means an account maintained by a Custodian or Sub-Custodian where the Assets of more than one client can be held together in the name of a Nominee.

Order Execution Policy: means the document setting out the approach our Custodian will take when executing investment instructions, in order to establish the best possible result for you in accordance with Applicable Law.

Pension Provider: means the entity appointed by CP Accelerate from time to time to administer your Accelerate SIPP.

Person: means any natural person, partnership, joint venture, corporation (wherever incorporated), trust, firm, association, government, governmental (or supra- governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.

Platform Account: means the account on the Platform that we open in your name to record Assets that you purchase. It allows you to administer and hold your Investment Accounts, including the underlying Assets and money held within them.

Platform Charge: means the charges payable by you in relation to the Platform, as detailed in the CP Accelerate Platform Charges Schedule available on our website (<https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/>).

Platform Provider: means CP Accelerate, which is owned Cooper Parry Wealth, registered company number 04220777. Cooper Parry Wealth is authorized and regulated by the Financial Conduct Authority, FCA Number 197 193.

Platform Service: means the service described in these Platform Terms & Conditions.

Platform Terms & Conditions: means these Platform Terms & Conditions including Schedules A & B.

Professional client: means a client who is a per se professional client or an elective professional client as defined in Chapter 3 of the FCA's Conduct of Business Sourcebook.

Portfolio: means either a Model Portfolio or a Bespoke Portfolio.

Qualifying Investment: means an Asset that qualifies for investment in a Stocks and Shares ISA



under the ISA Regulations.

Retail Clients: means a client who is not a professional client or eligible counterparty as defined in Chapter 3 of the FCA's Conduct of Business Sourcebook.

Security Details: means any username and/or password (or other security items as implemented from time to time) issued to you by us in order to uniquely identify you on the Platform.

Seccl Custody Limited (Seccl): means the UK company with Registered Company Number 10430958. Seccl Custody Limited is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 793200. Seccl Custody Limited is the Operator of the CP Accelerate SIPP and the HMRC registered pension Scheme Administrator.

Settlement: means the process by which Assets such as Exchange-Traded Assets and Funds are delivered from one party to another. It involves the contractual exchange of these Assets and Cash from buyer to seller.

Stocks and Shares ISA: means a type of ISA that is a tax efficient Investment Account for your Assets.

Sub-Account: means a pot within any Investment Account that can be named to identify and align it to specific financial objectives or goals.

Third Party Provider Account (TPPA): means an Investment Account which contains Assets and is a constituent part of an investment product provided by a third party.

Units: means income or accumulation units, or shares of any class, in a Fund, including any fractions or decimals of units.

US Person: means any individual or non-individual (i.e. person) that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or Internal Revenue Code as amended from time to time.

Valuation Point: means the dealing time utilised by Fund managers to price units that are either bought or sold.

Valuation Statement: means a statement provided for you every three months that details all of the activity on your Investment Account in that period. This will include all Charges paid out of your Investment Account during that same period.

We/us and our: means Cooper Parry Wealth Limited operating as CP Accelerate.

You/your/yours: means any person agreeing to these Platform Terms & Conditions to apply for a Platform Account, Investment Account(s) and associated services under these Platform Terms & Conditions.



1. INTERPRETATION

- 1.1. References to clauses, sections and schedules are references to clauses, sections and schedules to these Platform Terms & Conditions.
- 1.2. Headings are included for ease of reference only and shall not affect the interpretation of these Platform Terms & Conditions.
- 1.3. Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- 1.4. Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of these Platform Terms & Conditions) and shall include any order, regulation, instrument, bylaw or other subordinate legislation made under it from time to time.
- 1.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OPENING A PLATFORM ACCOUNT

- 2.1. When you open a Platform Account you can choose from a range of Investment Accounts, which may vary from time to time.
- 2.2. You can invest in Assets by opening any one of the following types of Investment Accounts provided you are eligible to do so under Applicable Law:
 - 2.2.1. General Investment Account;
 - 2.2.2. Stocks and Shares ISA;
 - 2.2.3. Pension Account.

Joint Platform Accounts only

- 2.3. If you have a Joint Investment Account we will (unless we have agreed otherwise) accept instructions from any one of you. This means that you are each responsible for all transactions carried out on the Investment Account and any joint account holder is able to request that the full balance of the cash and assets are withdrawn from the Investment Account.
- 2.4. Payments out of a Joint Account will be made to the bank account details provided on the Platform.



2.5. If one joint account holder dies, the Investment Account will pass into the name(s) of the surviving Joint Investment Account holder(s) and we will accept instructions from the surviving Joint Investment Account holder(s).

2.6. If you have a Joint Investment Account, you will each be responsible for any money owing on your Investment Account, including any fees or legal responsibilities, both jointly and severally. This means that if one of you is unable to repay the money owing, the other individuals can be required to pay the amount due in full, even if your relationship has changed or ended.

Platform Account Start Date

2.7. Your Platform Account will start and these Platform Terms & Conditions will come into force when the following payment(s) have been made into your Investment Account:

2.7.1. Cash (single and/or regular periodic payments); and/or

2.7.2. transfer payments (including asset transfers) from other providers made directly into your Investment Account.

2.8. Once your Investment Account is open we will confirm this to via the message hub.

Third Party Authority and Power of Attorney

2.9. You may ask us to accept instructions from a third party by requesting this through your Relationship Manager. If we agree to accept the third-party instructions, we will need to perform anti-money laundering verification checks on the third party before accepting instructions from them. Where a third party is acting under a power of attorney, we will check the lasting power of attorney via the GOV.UK website for which the donor or attorney must provide us with an access code. We may also require a copy of this document, certified by a solicitor, accountant or Adviser Firm before we can accept instructions. The person certifying must be different from the Attorney.

Connected Accounts

2.10. Our Connected Accounts charging enables, in some circumstances, the aggregated value of connected Accounts to be linked to potentially benefit from a reduced annual CP Accelerate Platform Charge. The connection of Accounts is typically on a family relationship basis and is entirely at the discretion of Cooper Parry Wealth. You will be informed of any grouping by us and it is your responsibility to notify us of any relevant changes to the status of connected arrangements, for example through divorce.



2.11. The annual CP Accelerate Platform Charge will be calculated on the consolidated value of all Connected Accounts with the resulting total charge amount apportioned across the Accounts each month.

3. WHO CAN OPEN A PLATFORM ACCOUNT?

3.1. We will only provide the Platform to a Client that meets the requirements in Section 3.4 or Section 3.6. ISAs have other eligibility requirements. Further details can be found in the separate ISA Terms & Conditions available on our website (<https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/>)

3.2. If you cease to meet any of the criteria in Section 3.4 and 3.6, at any time, please notify us immediately. We reserve the right to place restrictions on your Platform Account or close your Platform Account if you no longer satisfy these criteria.

3.3. Please note that asset managers (e.g. Fund managers) may also apply eligibility criteria. This could, for example, include restricting access to their Assets to UK residents only. Consequently, depending on your particular circumstances, you may not be able to invest in certain Assets through our Platform. It is your Adviser Firm's responsibility to check that you meet any eligibility criteria.

Criteria for Individuals

3.4. We will only provide the Platform to individuals who are:

3.4.1. aged 18 or over;

3.4.2. are a UK resident, and

3.4.3. are not a US Person.

3.5. If you meet these criteria, you can apply to open an individual Investment Account and/or a Joint Investment Account. For joint Investment Accounts each joint account holder is responsible for all transactions carried out on the Platform Account; and any one joint account holder is able to request that the full balance of the cash and assets are withdrawn from the Platform Account. The Accelerate ISA, the Accelerate SIPP accounts have other eligibility requirements and you should refer to the separate T&Cs if you are applying for these accounts.

Criteria for Non-Individuals

3.6. You can apply to open a non-individual Platform Account if you are:

3.6.1. a UK resident,



3.6.2. not a US Person; and

3.6.3. you are a corporate entity (such as a private or public limited company, a limited liability partnership, a partnership or a sole trader); or

3.6.4. you are the Trustee(s) of a Trust (e.g. a charitable trust, a will trust or certain types of trust-based pensions).

3.7 Non-individual Platform Accounts may be limited as to the type of Assets and/or Investment Accounts that they can hold. Generally, a non-individual will only be able to open a GIA Investment Account. We will advise you of any such limitations when the Platform Account is opened.

3.8 It is your responsibility to ensure that, under Applicable Law and the constitution of the corporate entity or trust, you have the necessary authority to instruct us to open a Platform Account and make investments in Assets. It is not our responsibility to check that any Platform Account or Investment Account(s) are suitable or appropriate for the corporate entity or trust.

3.9 In accordance with Applicable Law we will also need to identify the legal owners of the Platform Account (eg the directors of a corporate entity or the trustees of a trust) and we may also request evidence that the Person instructing us on behalf of the corporate entity or trust has authority to do so, before we open a Platform Account.

3.10 For each Non-Individual Platform Account, we will ask you, when opening the Platform Account, to nominate the Person from whom we may accept instructions. It is important that we are told of any changes to that Person or to other relevant information relating to the Platform Account.

4. RESPONSIBILITIES

Our Responsibilities as Platform Provider

4.1. We will operate the Platform and your Platform Account under the terms of these Platform Terms & Conditions and in accordance with Applicable Law. We may also ask you to enter into additional terms and conditions relating to the Investment Accounts available through the Platform,

4.2. Cooper Parry Wealth (or Appointed Representative of) will provide the relevant financial advice relating to your Platform Account.

4.3. We will treat you as a Retail Client. Retail Clients benefit from the highest degree of protection available under the Applicable Law.

4.4. We have certain responsibilities to verify the identity and permanent address of our Clients



under UK anti-money laundering legislation and to establish the source of funds being invested by a Client. We use online verification systems to establish your identity, which use information about you obtained from credit reference agencies and other trusted sources. In using the Platform, you consent to electronic verification.

4.5. We have and shall maintain all necessary legal and regulatory authorisations and approvals required to conduct the activities contemplated by these Platform Terms & Conditions.

Your Responsibilities as Client

4.6. You are a Person with a Platform Account and will comply with these Platform Terms & Conditions.

4.7. You must provide us any information that we reasonably require to open and operate your Platform Account, for example, information to help us comply with UK anti-money laundering regulations.

4.8. Cooper Parry Wealth (or Appointed Representative of) will be responsible for providing instructions on your behalf. If you end your relationship with Cooper Parry Wealth (or Appointed Representative of), you must notify us immediately. For further information on the impact of this for you and your Platform Account, please refer to section 28 of this agreement.

4.9. You will keep your Platform Account up-to-date with any changes to your personal details, for example a change of address. Your Adviser Firm (where applicable) may do this for you (see section 4.10 below). If you have not appointed an Adviser Firm, then you will be responsible for doing this, in addition to providing us with any instructions in relation to your Platform Account and Investment account(s).

Cooper Parry's responsibilities as the Advice Firm

4.10. Cooper Parry Wealth acting as the adviser firm (or Appointed Representative of) has authority to provide information and instructions to us on your behalf, including changes in your personal details, for example a change of address.

4.11. Cooper Parry Wealth (or Appointed Representative of) is responsible for providing you with financial advice and ensuring your Platform Account, the Investment Accounts within it, and your Assets are suitable for you taking into account your personal and financial circumstances, and objectives.

4.12. Cooper Parry Wealth will also administer and manage your Platform Account in line with your agreement with them. This may, for instance, include the trading of Assets and/or the appointment



of a Discretionary Fund Manager to conduct certain activities in relation to your Platform Account. Sections 6 –18 (trading and other transactions via the Platform) provide further details.

5. CASH PAYMENTS

- 5.1. All Cash payments must be made in sterling.
- 5.2. Lump sum and regular contribution must be paid into your Investment Account electronically.
- 5.3. If a Direct Debit is rejected by our Custodian's Bank, the payment amount will be removed from your Investment Account. We will not be liable to you for any loss you may suffer arising from this.
- 5.4. You can make a payment into your Investment Account electronically by BACS, CHAPS, Direct Debits and standing orders. All payments must be made from a UK bank account in your name (either your personal or joint bank account), or your Adviser Firm's client account (where applicable, and where your Adviser Firm is authorised by the FCA to hold client money).
- 5.5. Payments should quote CPACC and the Investment Account reference number, e.g. CPACC-00ABC1. If we are unable to identify the Investment Account a payment should be paid into, the payment will be returned to the originator within 10 Business Days. No interest will be paid on the payments returned. We will not be liable to you for any loss you may suffer arising from this.

6. TRANSFERS BETWEEN PLATFORM ACCOUNTS AND INVESTMENT ACCOUNTS

- 6.1. You authorise us to accept Cash transfer requests from your Adviser Firm (where applicable). This includes:
 - 6.1.1. transfers between Investment Accounts within your Platform Account, and
 - 6.1.2. transfers from your Platform Account to another Platform Account belonging to another individual, for example, a member of a Family Group.
- 6.2. When providing instructions to us under clause 6.1, your Adviser Firm must obtain your authorisation to conduct transfers from your Investment Account and for ensuring the suitability of any transfer for you and that any transfer is in accordance with the Applicable Law. We do not accept any liability for any tax or other Charges that apply to or arise as a result of any transfer made.



7. IN-SPECIE ASSET TRANSFERS/RE-REGISTRATION

7.1. You may be able to transfer-in existing assets held in your name or from another provider, into your Investment Account, where the terms of the Investment Accounts you have with us permit this. (In-Specie or re-registration).

7.2. In-specie transfers or re-registering assets depends upon us offering exactly the same assets and share classes in the Investment Accounts to which you want to re-register them as those which you currently hold. We are not obliged to offer the same assets or share classes to you on our Platform.

7.3. We will not charge you for In-specie transfers or re-registering assets, where this is possible.

7.4. If you choose to transfer existing assets into your Investment Account from other parties, we will rely on those third parties providing adequate and accurate information regarding your assets. We cannot be held liable for any loss or damage suffered by you that are incurred due to inaccuracies, delays or failures by these third parties in providing us with information or the assets themselves.

8. OWNERSHIP AND CUSTODY OF CASH ON THE PLATFORM

8.1. CP Accelerate does not undertake custody of your cash. Instead, this service is provided by the Custodian. Full details of the custody service they provide is detailed in Schedule B of these terms. By accepting these Platform Terms and Conditions you agree to the Custodian terms as set out in Schedule B.

9. INTEREST ON CASH

9.1. All Cash held in your Platform Account may be placed with a number of deposit takers, in interest bearing accounts. You may therefore receive interest on any Cash Assets held in your Platform Account at the prevailing rate from time to time offered by such deposit takers.

10. CASH BALANCE

10.1. You must hold a Cash Balance in each Investment Account to cover adviser and platform fees, which will be set and monitored by Cooper Parry Wealth (or Appointed Representative of) as the Financial Adviser.

10.2. If your Available Cash Balance is below the amount required to meet any fees and charges, we



will sell part of your Assets held within the relevant Investment Account to restore the Available Cash Balance.

10.3. We will not accept any liability where a sale under 10.2 above is made at a disadvantageous time, has a material effect on the balance of Assets within a Portfolio, or if you incur any tax liability.

10.4. Where we are required to sell Assets to restore your Available Cash Balance, we will:

10.4.1. sell enough Assets to restore the Available Cash Balance. If there are restrictions imposed on the number of units which may be sold at one time, then the number of shares/units sold may be significantly higher than is required to restore the Available Cash Balance;

10.4.2. sell sufficient Assets from the largest available daily traded Asset holding downwards in the Investment Account.

10.4.3. sell the entire holding if, under the terms stated above, we would be required to sell more than 95% of a holding;

10.4.4. only sell holdings in whole shares/units and will round up to the nearest share/unit.

11. OWNERSHIP AND CUSTODY OF ASSETS ON THE PLATFORM

11.1. CP Accelerate does not act as custodian of your assets. Instead, this service is provided by the Custodian. Full details of the custody service they provide is detailed in Schedule B of these terms. By accepting these Platform Terms and Conditions you agree to the Custodian terms as set out in Schedule B.

12. BUYING AND SELLING ASSETS VIA THE PLATFORM

12.1. We offer a variety of Assets for you to invest in that may vary from time to time including:

12.1.1. Funds;

12.1.2. Exchange-Traded Assets.

12.2. Not all of the Assets available on our Platform are always available on all Investment Accounts.

12.3. There are risks associated with investing which depend on the Assets in which you choose to invest. For more detailed information please refer the relevant documentation for your chosen Assets, such as a Key Investor Information Document. Cooper Parry Wealth are responsible for ensuring that any Assets that you choose to invest in are suitable for you, that you are eligible to invest in that



Asset and if there is anything that you do not understand or agree with, you should discuss this with your Relationship Manager before investing. The fact that an Asset is available does not imply that the Asset is suitable to your needs.

12.4. We may add or remove the Assets available to you through our Platform at our sole discretion.

13. INSTRUCTING US TO BUY OR SELL ASSETS

13.1. Order instructions to buy or sell Assets must be provided to your adviser, as you are not able to place order instructions online yourself via the platform. Telephone and written instructions will only be accepted at our discretion and usually where the order cannot be undertaken through other channels. Please see our Order Execution Policy for more information.

13.2. Where trades are placed through your adviser firm following an advised instruction, it is their responsibility to ensure that there is sufficient Cash in your Investment Account to buy an Asset. We are not responsible for any loss you may suffer due to a delay to the processing of your order caused by there being an insufficient Available Cash Balance in your Investment Account. We will only place an order on your behalf once Cash is available in your Investment Account.

13.3. You agree you have appointed Cooper Parry Wealth, or any appointed representatives thereof, as the Adviser Firm, they are authorised to provide us with instructions on your behalf.

13.4. Instructions to us to buy and sell Assets on your behalf will be transacted directly with the third party concerned (e.g. a Fund manager), in accordance with our Order Execution Policy. Our Order Execution Policy is available from your Adviser Firm (where applicable) or on our website and is designed to ensure that we obtain the best possible result for you in accordance with Applicable Law.

13.5. We will exercise all reasonable professional care in the execution of deals and selection of brokers, bankers and other third parties whom we may from time to time instruct, or retain and we shall, incur no liability whatsoever to you for any loss or diminution in the value of Assets. If we make an error, we will correct your Investment Account for all items. We will ensure that our action to correct the matter will be fair to you.

13.6. By opening an Investment Account with us you consent to our Custodian's Order Execution Policy. As explained in our Custodian's Order Execution Policy, you authorise our Custodian to execute transactions on your behalf outside of an EU regulated market (such as an Exchange or multilateral trading facility) where appropriate.



13.7. Some orders may be aggregated and a bulk deal placed. Our Order Execution Policy governs the placement of such deals. When orders are disaggregated, there may be penny rounding differences which cannot be allocated at a Client level. Where this occurs, we will pay any such roundings to a registered charity annually.

13.8. You may be able to cancel an unexecuted order on your Investment Account via speaking to your Relationship Manager. However, please note that there may be a slight delay between the order being executed and it then being removed from the list of pending deals on the Platform. It may not therefore always be possible to cancel an order shown as pending. And in that case, you may have to buy or sell the Asset again (as appropriate) and you may not get back the original value of your investment.

13.9. We or our Custodian may cancel a transaction without notice where it is believed there is a valid reason, including where we or our Custodian are requested to do so by a third party involved in executing a transaction such as an Exchange or a counterparty. We will not be liable for any loss you incur as a result of the cancellation in such circumstances. We or our Custodian may cancel a transaction without notice where it is believed there is a valid reason, including where we or our Custodian are requested to do so by a third party involved in executing a transaction such as an exchange or a counterparty. We will not be liable for any loss you incur as a result of the cancellation in such circumstances.

13.10. We and our Custodian reserve the right to reject an order. For example, levels of trading are actively monitored and acceptance of orders from Clients who have a history of excessive trading or whose trading has been disruptive may be refused.

13.11. Certain Assets may have a minimum trade value. Consequently, a trade placed for less than this amount will be rejected by removing it from your Investment Account and we will inform you or your Adviser Firm (where applicable) by email.

13.12. In instances where a payment to your Investment Account is unpaid for any reason, you will be held accountable for any loss that may arise due to market movement.

13.13. You are not permitted to trade to take advantage of Market Timing. We and our Custodian will discuss suspected Market Timing activity with relevant third parties (such as Fund managers and stockbrokers) and adjustments may be applied after trades to account for major market movements.

13.14. Where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation we reserve the right to defer Settlement.



13.15. For Exchange-Traded Assets, we can only deliver Assets or the proceeds of a sale to your Investment Account when we have received these Assets or sale proceeds from the other party to a transaction. Due to the time it takes for some transactions to settle in certain markets outside of the UK there may be a delay as to when we receive sale proceeds.

13.16. For Funds, we deliver Assets or the proceeds of a sale to your Investment Account when the trade settles.

13.17. The proceeds of the sale of an Asset will usually only be paid to your Platform Account or to a UK bank account in your name. In some instances we may agree to pay the proceeds to another company appointed by you to act on your Platform Account, for example an FCA regulated company or a solicitor that operates a client money account.

13.18. We will place any order in good faith and will assume you have understood that money placed in Assets outside of the UK regulatory regime may not provide the same protection as those based in the UK. For further information please refer to your Adviser Firm and Section 33.

13.19. Our policy in respect of the use of proceeds from trades is as follows:

13.19.1. Cash proceeds from confirmed (but not settled) sales can be used both on individual and Model Portfolio orders.

13.19.2. For individual orders, Assets from confirmed (but not settled) buys can be sold but for Model Portfolio rebalances Asset holdings must be settled before being sold.

We reserve the right to vary any aspect of the above policy without notice.

13.20. We have discretion to apply Cash to an Investment Account on a day other than a Business Day. After you have made your investment, we may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty). We will not adjust your holding where the proposed adjustment is £5 or less.

13.21. The Contract Note will be accessible in the Message Hub on the Platform. For Joint Accounts the Contract Note will always appear in the name of the first joint Account holder.

14. BUYING AND SELLING FUNDS VIA THE PLATFORM

14.1. Once cleared Cash is available in your Investment Account, we will endeavour to place any trades within the next two Valuation Points. For some Funds the next available Valuation Point may be later than one Business Day after the order has been placed.



14.2. Some Funds available on the Platform are dual priced. The price we trade at for these Funds may be different to the price listed at a particular point in time on the Platform. It is you or your Adviser Firm's responsibility (where applicable) to research the pricing of any Funds you select.

14.3. Fund managers may automatically correct pricing errors and not inform us if it is below 0.5% of the Fund value. There may be some occasions when your order is sold at the erroneous price and the Fund manager will not correct the price.

14.4. Some Fund managers will only accept purchases or sales to the nearest decimal place as specified by them. In such circumstances there may be small residual amounts of Cash which will be retained within your Investment Account.

14.5. Settlement of a Fund sale will take place on the intended settlement date at the point of execution.

15. BUYING AND SELLING EXCHANGE-TRADED ASSETS VIA THE PLATFORM

15.1. Settlement of Exchange-Traded Asset transactions will be undertaken via CREST. Each CREST transaction will normally be settled no later than two Business Days after the transaction date and following receipt of all the required documentation.

15.2. Some Exchange-Traded Assets may only be traded to the lot size as specified by the issuer.

15.3. We cannot accept trades that do not settle in sterling in CREST. Overseas Exchange-Traded Assets available on the Platform must have an arrangement with CREST that allows them to be settled in sterling. If a foreign exchange rate is applied to a trade, this rate will be provided by the relevant third party at the point of execution of the trade.

15.4. Prices of Exchange-Traded Assets displayed within your Investment Account reflect the latest daily and end-of-day prices respectively. Some Exchange-Traded Assets price less frequently (e.g. monthly). These prices should therefore only be used as an indicative price.

15.5. We will actively monitor Asset price movement and apply controls such as price tolerance checking. For example, where Asset prices moves by greater than 5% from the previous Valuation Point.

15.6. We will not:

15.6.1. deal in suspended Exchange-Traded Assets;



15.6.2. accept short positions; or

15.6.3. undertake stock lending.

16. REGULAR INVESTMENT OPTION VIA THE PLATFORM

16.1. You can make regular monthly investments into Assets. For Exchange-Traded Assets, the minimum is the amount of the last known whole share price. Where you have appointed an Adviser Firm, they may also specify a minimum Asset value for each phased investment.

16.2. Regular investments will be made on the 7th, 14th, 21st, or 28th calendar day of each month or the next applicable Business Day, as chosen by you. Partial trades will not be placed. Your adviser is responsible for ensuring your Available Cash Balance is sufficient five Business Days before a regular investment is due to be made. If your Available Cash Balance is not sufficient, your investment will not take place.

16.3. Investments will be made in accordance with our Order Execution Policy.

16.4. Regular investment instructions will continue to be executed until varied or stopped by your adviser via the Platform.

17. MODEL PORTFOLIOS

17.1. Model Portfolio created by Cooper Parry Wealth can be linked to your Investment Account and your Assets managed in accordance with the Model Portfolios. You can invest some or all of your Assets in a Model Portfolio.

17.2. Any Model Portfolio in which you invest may be an Advisory Model Portfolio or a Discretionary Model Portfolio. Cooper Parry Wealth will explain to you whether the Model Portfolio(s) in which you invest are Advisory Model Portfolio(s) or Discretionary Model Portfolio(s).

17.3. You may hold Assets in more than one Model Portfolio at the same time within each Investment Account, but where your Investment Account contains different Sub-Accounts, each Sub-Account can only invest Assets in one Model Portfolio at a time.

17.4. Where Cooper Parry Wealth (or Appointed Representative of) are operating a Model Portfolios in which you have invested Assets, they from time to time, instruct us to buy or sell Assets. For example, they may buy and sell Assets such as Funds to realign these Funds to certain proportions within a Model Portfolio.



17.5. Depending on the investments held within a Model Portfolio, and the timing of confirmation receipts across those investments, there is the possibility that Clients within a model may not receive the same execution price for purchases of further investments within the same Model Portfolio, owing to such timing differences. Please refer to the Order Execution Policy for further details of our approach to the handling, aggregation and allocation of Client orders.

17.6. If your Assets are no longer linked to a Model Portfolio, you will remain invested in these Assets and no further rebalancing of Assets will take place.

17.7. Cooper Parry Wealth (or Appointed Representative of) are responsible for monitoring and ensuring that any Model Portfolio matches the predetermined investment strategy and risk profile.

18. WITHDRAWALS AND TRANSFERS FROM YOUR PLATFORM ACCOUNT

18.1. Any withdrawal or transfer requests are subject to the Settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much the tax, Charges or other amounts will be, we may retain an amount of Cash that we feel is reasonable and appropriate. Any remaining Cash will then be paid to you or transferred out. If payment to you results in full removal of the Investment Account balance (for both Cash and Assets), we will close your Investment Account once we are satisfied that no further income (eg dividend income) is due to you.

18.2. Subject to the Applicable Law and the applicable terms and conditions for the Investment Account you wish to make withdrawals from:

18.2.1. you can make one-off and/or regular withdrawals;

18.2.2. regular withdrawals can be paid monthly, quarterly, half yearly or annually. They can only be paid into your Nominated Bank Account and will only be paid on a Business Day. Withdrawals must be a specified amount in sterling;

18.2.3. if there is insufficient cleared Cash in your Investment Account on the date that a payment is due to be made, the payment will not be made; and

18.2.4. you can choose how you want Income to be paid to you.

Income can be paid to you from your GIA and/or ISA:

(a) at a certain frequency (monthly, quarterly, half yearly, or annually); or

(b) upon receipt by us of the Income in your Investment Account.



18.3. You may be able to transfer out the cash value of your existing Assets with us, or your existing Assets to another provider (In-specie transfer or re-registration).

18.4. The ability to re-register Assets will depend on the receiving provider offering the exact same assets and share classes in the Investment Accounts to which you want to re-register them. We reserve the right to recover any re-registration costs that we incur in the re-registration process for example, where we have been charged by the new provider.

18.5. Transfer requests may be initiated through Cooper Parry Wealth (or Appointed Representative of), or the receiving provider. In the event of transferring Assets from your Investment Account, you must cease all trading on your Investment Account in those Assets.

19. CORPORATE ACTIONS AND REPORTS

19.1. Assets in which you invest may be affected by Corporate Actions (i.e. something that will bring about a change in the investments you hold). Some Corporate Actions require a choice to be made in respect of your holdings in a particular Asset, such as a Fund. This is known as an election.

19.2. Subject to Applicable Law and the provisions of this Agreement, we will be under no obligation to provide proxy voting services and will not be required to exercise any rights or take any action whatsoever in respect of Corporate Action events. We will process mandatory corporate actions and mandatory actions with the default option.

19.3. Where a Corporate Action does not require election, we will inform Cooper Parry Wealth (or Appointed Representative of) as the Adviser Firm of the details within 10 Business Days after the effective date of the Corporate Action.

19.4. All Corporate Action communications will be notified electronically.

19.5. If a Corporate Action results in a change to an Asset or creates Assets that cannot be held by us, we reserve the right to return the Asset to you if the terms of the Investment Account allows this. If we cannot hold the Asset we may request that your Adviser Firm sells or switches out of the Asset before the election deadline. We also reserve the right to return the Asset to you.

19.6. Certain Corporate Actions (e.g. consolidations) may result in fractional allocations of shares and/or Cash distributions. For example, if a consolidation applied 1 share for every 10 held, this could result in a fractional entitlement. Fractional entitlements will be sold where possible, and the Cash proceeds of under £5.00 will be donated to a registered charity. Fractional entitlements cannot be held on the Platform.



19.7. We will not forward company reports relating to your Assets. These should be obtained from your Adviser Firm. We are also unable to pass on to you any shareholder perks relating to Assets held by you.

19.8. We will not contact you or your Adviser Firm regarding shareholders' or unit holders' meetings or to vote. If you wish to attend these meetings or vote, please speak to your Adviser Firm.

20. DIVIDENDS AND OTHER DISTRIBUTIONS FROM ASSETS

20.1. Income generated by Assets will be collected by us and paid to your Investment Account,

20.2. We will pay any Income in to your Investment Account within 10 Business Days of us receiving both the cash and a valid tax voucher.

20.3. If you hold non-UK Assets, we will not reclaim any withholding tax deducted on the income.

20.4. As required by the Applicable Law, we will where applicable report any Income received from your Assets to HMRC.

21. CHARGES

21.1. Charges applicable to your Platform Account will depend on a number of factors including:

21.1.1. the value of your Investment Account(s);

21.1.2. the Investment Account(s) in which you invest;

21.1.3. the Assets in which you invest; and

21.1.4. the terms of your agreement with your Adviser Firm

Where you have appointed an Adviser Firm, please speak to them for details of the latest Charges applying specifically to your Platform Account – otherwise please speak to our Client Services Team.

21.2. Our charges are set out in the CP Accelerate Platform Charges Schedule available on our website (<https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/>) and form part of these Platform Terms & Conditions. Our charges may be subject to change. For details on when we may change our charges and how we will notify you, please see Section 26 - Changes to these Platform Terms & Conditions. This will not affect any of your rights to close your Platform Account and terminate these Platform Terms & Conditions with us.

21.3. We apply our charges on the value of the total Assets and Cash held in your Platform Account,



this includes any Assets suspended from trading. See Section 29.16 for how we value suspended assets.

22. ADVISER CHARGES

22.1. You must agree with Cooper Parry Wealth (or Appointed Representative of), the amount you will pay them for advice and other services they provide to you (Adviser Charges). You must also decide whether any Adviser Charges are to be deducted from an Investment Account, or settled directly between you and the firm directly.

22.2. We will process Adviser Charges in line with instructions submitted to the Platform. This includes any instructions relating to ad-hoc Adviser Charges or a change in the ongoing Adviser Charge rate applied to your Platform Account. We will treat such instructions from your Adviser as having been fully authorised by you. If you become aware of an Adviser Charge that you have not agreed with your Adviser Firm, please get in touch with the Platform or your Adviser Firm to discuss.

22.3. If you have an Investment Account from which Adviser Charges and/or DFM Charges are being taken but it no longer has sufficient value to pay these Adviser Charges or DFM Charges, we reserve the right not to pay these Firm Charges or DFM Charges. You will still be responsible for paying those charges to the party concerned.

22.4. If you die, any Adviser Charges and DFM Charges payable will continue to accrue on your Platform Account until we receive an original death certificate. For further information please refer to Section 27 – 'Ending this Agreement'.

23. OTHER CHARGES

23.1. Other charges may include Fund Charges, transaction charges and Exchange-Traded Asset Charges. Please speak to your Adviser Firm for further information – otherwise please speak to our Client Services team.

Charges - Funds

23.2. A Fund manager may apply a bid/offer spread or initial charge, an Annual Management Charge, an exit charge on leaving the Fund and other fees. These Charges are usually deducted directly out of the Assets within the relevant Fund.

23.3. Adjustments may need to be made after the sale of a Fund has been executed. For example, a



Fund manager may apply a Dilution Levy to the withdrawal from a fund. Under these conditions, we will contact you to explain any such further Charges being applied.

23.4. If a Fund in your Investment Account is small, any Charges relating to the Fund may have a disproportionate effect on the value of the Fund.

23.5. For further details of Charges applied by Fund managers, please refer to their literature or speak to your Adviser Firm (where applicable) or our Client Services team.

Charges - Exchange-Traded Assets

23.6. Charges may be applied such as Stamp Duty Reserve Tax (SDRT) and the Panel On Takeovers And Mergers (PTM) levy. For further details of Exchange-Traded Asset Charges please refer to the Exchange-Traded Asset literature and your Adviser Firm (where applicable).

How Charges are taken

23.7. You must hold sufficient Available Cash Balance (see Section 10) in respect of each Investment Account in order to meet Charges.

23.8. Where the Available Cash Balance within a specific Investment Account has not been restored and there are insufficient available Assets to cover Charges due, you will be personally responsible for covering the payment of these Charges.

23.9. This means you must settle any Charges immediately following notification by us of the amount outstanding. Where you fail to do so we may cancel, terminate and/or suspend our agreement with you without any liability to you. If we need to take legal action against you for the recovery of any Charges, then you will be liable for any expenses incurred by us in doing so. This includes any legal fees.

23.10. All CP Accelerate Platform Charges, Adviser Charges that we have deducted from your Investment Account will be reflected on your Valuation Statement. However, you may have agreed to pay additional charges for services about which we are unaware. You should consult your Adviser Firm to understand all charges and fees for which you may be liable or speak to our Client Services team.

24. TAXATION

24.1. Please refer to your Adviser Firm or other suitably qualified professional for any relevant legal, investment or tax advice specific to your individual circumstances.



24.2. You will be wholly responsible for your tax liabilities. Levels of taxation and tax relief are subject to change.

24.3. We are required under Applicable Law to collect certain information about your tax residency. We may be obliged to share this and other Platform Account information with HMRC who may transfer this information to the government of another territory where the UK has entered into an agreement with them to do so.

24.4. Except where explicitly stated, all Platform Charges are deemed inclusive of any taxes that may apply. It is your Adviser Firm's responsibility to confirm whether VAT is to be applied on any Adviser Charges or other Charges paid from your Investment Account to them.

24.5. Where applicable, we will provide you with a consolidated tax voucher each year, based on our understanding of current law and regulatory requirements. We will endeavour to do this within 90 days of the previous tax-year end. This may assist you with completing your tax return but please note that it is your responsibility to calculate your tax liabilities accurately and ensure that they are paid. Please refer to your Adviser Firm (where applicable) for further details and advice.

24.6. Should you hold overseas Assets, it remains your, or your Adviser Firm's responsibility to ensure that you understand the tax position for your chosen Assets.

24.7. If you invest in non-UK based Assets, it may be possible to obtain a reduced rate of withholding tax on foreign Income payments. This will be wholly dependent on your personal circumstances and compliance with any relevant procedures for the jurisdiction in which the assets are based.

24.8. We will not accept responsibility for not receiving a reduced rate of withholding tax as a result of incorrect or incomplete documentation.

25. ENDING YOUR AGREEMENT WITH YOUR ADVISER FIRM

25.1. Where you have appointed a new Adviser Firm and subsequently change your existing Adviser Firm from Cooper Parry Wealth, you must notify us. Any new Adviser Firm appointed by you will not be allowed access to the CP Accelerate Platform, and therefore must arrange for any platform assets to be transferred to a new provider.

25.2. We will classify you as a "Client without an Adviser Firm" where it has come to our attention you no longer have an Adviser Firm who is appropriately authorised to operate your Platform Account. This could be where, for example,

25.2.1. Your agreement with your Adviser Firm ends, and you no longer have an Adviser Firm;



or

25.2.2. Your agreement with your Adviser Firm ends, and your new Adviser Firm does not have a separate agreement with us to operate Clients on the Platform; or

25.3. Becoming a Client without an Adviser Firm has the following consequences:

25.3.1. We will contact you confirming that you do not have a Financial Adviser and restrict your Platform Account so that you cannot buy any Assets and confirm the options that are available to you;

25.3.2. We will stop paying Financial Adviser Charges from your Platform Account. You may still be liable to pay the Financial Adviser for any advice you have received and you will need to settle this with them directly;

25.3.3. If you are invested in a Model Portfolio, this will end (see Section 17.6).

25.4. Our Platform is designed to be used by Clients who receive financial advice from a Financial Adviser. Where permitted and where you sell Assets without the advice of a Financial Adviser, you take sole responsibility for this action and accept and acknowledge the risks involved in these transactions.

25.5. It is important that you understand we are not responsible for assessing whether our Platform, Investment Accounts, transactions, or Assets are suitable for you – this is the responsibility of the Adviser Firm who originally advised you, or where we and/or your Adviser Firm permitted you to trade without the benefit of their advice, this will be your responsibility.

25.6. We also, in accordance with Section 13 – ‘Instructing us to buy or sell Assets’, reserve the right to reject an order.

26. CHANGES TO THESE PLATFORM TERMS & CONDITIONS

26.1. We may change the terms of these Platform Terms & Conditions, including our Charges, from time to time in whole or in part. We can do this for the following reasons:

26.1.1. to conform with any legal, regulatory, FCA Rule, HMRC Rule or code or practice requirements or industry guidance;

26.1.2. to reflect any decision or recommendation by a court or the Financial or Pension Ombudsman Service;

26.1.3. to allow for the introduction of new or improved systems, methods of operation,



services or facilities;

26.1.4. to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;

26.1.5. to reflect changes in market conditions;

26.1.6. to make them clearer or more favourable to you; or

26.1.7. for any other valid reason.

26.2. Where we make a change to any terms in these Platform Terms & Conditions (including our charges) which may be to your disadvantage, we will give you at least 30 days written notice, except where required to implement such a change prior to that due for example for reasons given in 26.1.1. Otherwise we will give you written notice within 30 days of making the change.

26.3. The most up-to date versions of these Platform Terms & Conditions and the CP Accelerate Account Charges Schedule is available on our website at <https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/> and from your Adviser Firm.

26.4. If you are not satisfied with a change, you will be entitled to terminate your Platform Account under Clause 28 of these Platform Terms & Conditions and there is no charge for terminating your Platform Account. However, please note you may still have to pay applicable fees and Charges as outlined in the CP Accelerate Account Charges Schedule.

26.5. If you do not notify us that you are dissatisfied with any changes to these Platform Terms & Conditions before the end of any notice period, you will be treated as accepting the changes.

26.6. No change will affect any outstanding order or transaction or any other legal rights or obligations which may have arisen before the date of the change.

27. ENDING THIS AGREEMENT

Cancellation

27.1. Depending upon the Investment Account chosen, you are able to cancel your Platform Account up to 30 days after you receive our confirmation of its establishment (your "Cooling off Period"). We will confirm the Cooling off Period that applies to each of your Investment Accounts. However, if you have asked us to invest your Cash in Assets available through the Investment Account, you may get back less than you have invested and if there is any gain in the value of your Assets, including any cash interest, up to the point at which you cancel, this gain will not be returned



to you.

27.2. If you have not asked us to invest your Cash in Assets during your 'cooling off period', and if you then decide to cancel your Investment Account you will receive back the original amount.

27.3. If you cancel your Platform Account within the cooling off period, we will not refund to you any Adviser Charges, deducted from your Investment Account. You will need to discuss with your Adviser Firm about them refunding any of these Adviser Charges directly to you. Once you have cancelled you may still be liable to pay your Adviser Firm for any advice received. This may include outstanding Adviser Charges which we have not deducted from your Investment Account and that you will need to settle with your Adviser Firm directly.

27.4. On receipt of written instructions to cancel, we will execute instructions to sell any Assets purchased. We will not return any monies to you until such transactions have cleared.

In the event of your death - Individuals

27.5. In the event of your death, we will deal with your GIA Investment Account as instructed by your personal representatives upon receipt of evidence that they have the authority to give us instructions. For information about how we deal with your ISA please refer to the relevant ISA Key Features Document. For information about how we deal with your CP Accelerate Pension Account please refer to the relevant SIPP Key Features Document.

27.6. Upon receipt of a death certificate, we will allow your Adviser Firm to access your Platform Account, buy, switch, redirect or sell Assets, take withdrawals or make any payments to your Platform Account, provided that we are satisfied that the executors of your will have continued to instruct your Adviser Firm. Where we are not satisfied that your executors (or administrators if you die without making a will) have continued to instruct your Adviser Firm, we will no longer allow the Adviser Firm to access your Platform Account and your Assets will continue to be exposed to movements in the market and may fall in value as well as rise. We will only accept instructions from your personal representatives - see Section 27.5.

27.7. CP Accelerate Platform Charges will continue to accrue until all Assets or Cash have been paid to your beneficiaries.

In the event of your death - Your Adviser Firm

27.8. Any Adviser Charges payable will continue to accrue on your Platform Account until we receive an original death certificate. If your personal representative(s) choose to retain the services of your Adviser Firm to manage your Platform Account, they will need to provide us with authority for Adviser



Charges to continue to be deducted.

27.9. If any Investment Account is invested in a Model Portfolio, it is your Adviser Firm's responsibility to stop your Investment Account from being linked to the Model Portfolio. Your Investment Account will therefore remain invested in these Assets but no further rebalancing of Assets will take place see clause 27.6.

28. CLOSING YOUR PLATFORM ACCOUNT

28.1. You may close your Platform Account and end this Agreement at any time by providing us with notice via email to hello@cpaccelerate.com, or by withdrawing or transferring Assets elsewhere. We may close your Platform Account and end this Agreement immediately if you commit a material breach of these Platform Terms & Conditions. For example, if you commit an act which may be detrimental to our reputation. If we do this, we will write to you to inform you. Otherwise, we may close your Platform Account and end these Platform Terms & Conditions by giving you at least 30 days' notice via the Platform Message Hub.

28.2. Notice will take effect immediately upon receipt of instructions by us or you.

28.3. Closure is subject to the settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much these amounts will be, we will keep an amount of Cash that we feel is reasonable and appropriate to cover such liabilities, and any remaining Assets will be transferred out.

28.4. Following Settlement we will close your Platform Account and transfer your Assets to you, unless the rules of the Investment Accounts require us to transfer these Assets to another provider. The payment to you will normally be by BACS credit to your Nominated Bank Account.

28.5. Should any payments (e.g. interest, dividends, tax reclaims) due to you arise after closure, we will pay this to you unless such payments amount to £10 or less which will be paid to a registered charity.

28.6. When your Platform Account is closed we will not refund to you any Adviser Charges deducted from your Platform Account. You will need to discuss with your Adviser Firm about refunding any of these Adviser Charges.

28.7. Once you have closed your Platform Account you may still be liable to pay any Adviser Firm that you have appointed for any advice received or for any services provided to you. This may include outstanding Adviser Charges which we have not yet deducted from your Platform Account. You will



need to settle these directly with your Adviser Firm.

Dormant Platform Accounts

28.8. We will contact you and your Adviser Firm (where applicable) via your last known email address informing you that we may close your Platform Account. In accordance with the Applicable Law, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will sell the Asset(s) under our Order Execution Policy and gift the proceeds to a registered charity.

28.9. We may begin the process of closing your Platform Account, if:

28.9.1. If at least twelve years pass without having received any instructions relating to Assets held in your Platform Account (excluding transactions such as payments or receipts of Charges, or similar items); or

28.9.2. If at least six years pass without having received any instructions relating to cash held in your Platform Account (excluding transactions such as payments or receipts of Charges, or similar items).

28.10. Additionally, having taken the steps in clause 28.8, in instances where there is a Cash balance, we will close your Platform Account and gift the Cash balance to a registered charity. This means that we will cease to treat your Cash as client money and you will lose the protection of your Cash being held in our Client Account.

28.11. If at any time in the future you contact us and ask us for payment of Cash or the proceeds from the sale of Assets, we will, once we have checked your identity, pay what is due to you.

29. COMMUNICATION

Usage of our Platform

29.1. We aim to make our Platform available 24 hours a day, but we cannot guarantee that it will always be available. We may restrict and/or change the hours and time of operation of any of the aspects of the Platform. Where reasonably practicable we will give advance notice of this, but this may not always be possible and/or practical for business reasons.

29.2. The Platform may be temporarily unavailable or restricted for routine, administrative, maintenance or other reasons. If this happens, we will try to restore availability as soon as possible. You may also be unable to access the Platform because of the in-operation, inefficiency or unsuitability of your equipment and/or the internet or other telecommunication services which are outside of our control.



29.3. We do not accept any liability for any loss or damage arising out of or in connection with such service disruption.

29.4. You agree not to copy, reproduce or redistribute, in whole or in part, any information or data contained as part of the Platform except for the purposes of accessing and using the Platform for your own personal use. Information on the Platform is subject to copyright with all rights reserved.

29.5. You agree not to use the Platform for any illegal or improper purpose including, without limitation, the transmission of defamatory or obscene material. You shall fully compensate us in respect of any loss suffered by us as a result of any breach of this prohibition by you.

29.6. We try to ensure that the information available on the Platform at any one time is accurate and not misleading. However, the Platform does contain links to other websites and resources provided by third parties for which we are not responsible and we accept no liability for any loss or damage arising from the use of these websites or inaccuracy, errors or omissions in the information provided by third parties.

Security

29.7. All information passed between the Platform and Clients, or Adviser Firms is encrypted using a secure internet standard.

29.8. You will not disclose your Security Details to any other person, including your Adviser Firm.

29.9. You instruct us to accept as genuine and to authorise any instruction placed using your Security Details unless you advise us that your Security Details have been compromised.

Your communications to us

29.10. You, and your Adviser Firm, agree to monitor and manage your Platform Account and report to us immediately any errors you believe exist. For example, instructions not executed, incorrect trades, transfers, valuations or deductions from your Platform Account. We may not be liable for the cost of errors identified by you after 14 days from the original instruction. If you have set up access, you will be able to view your Platform Account online. You will also receive statements via the Message Hub on the Platform every three months.

29.11. You will inform us as soon as possible if there are any material changes to your circumstances. For example, your contact details or Nominated Bank Account.

29.12. Communication will generally be between you and your Adviser Firm who is responsible for instructing us and informing you of any information we may pass to them relating to you.



Our communications to you

29.13. We will communicate with you via the Message Hub on the Platform and by email.

29.14. Notices and other communications to you, including any changes to these Platform Terms & Conditions, will be sent to you via the Message Hub, or by other electronic means as operationally necessary. Notices and communications will be sent to all Platform Account holders through the Message Hub (and in the case of Non-Individual Platform Accounts to the Person authorised to give us instructions).

Statements, valuations and contract notes

29.15. You, or your Adviser Firm on your behalf (where applicable), can check the latest valuation of your Investment Account by logging into the Platform. We will also provide a Valuation Statement every three months.

29.16. Any suspended Assets will be valued at the last known price available.

29.17. You should check your Valuation Statement. In the event of any queries or concerns you should contact your Adviser Firm immediately – otherwise you should contact our Client Services team.

29.18. We reserve the right to correct any erroneous records relating to your Platform Account without giving prior notice to you.

29.19. Where applicable, we will provide you with a consolidated tax voucher each year. We will endeavour to do this within 90 days of the previous tax year end. This may assist you with completing your tax return – please refer to your Adviser Firm for advice specific to your individual circumstances.

29.20. In addition to tax vouchers and statements we will also provide Contract Notes for each transaction executed for each Investment Account. These will be available online within the Message Hub on the Platform.

30. POLICIES

Data Protection

30.1. In the course of providing services to you under these Platform Terms & Conditions, we will receive personal data from and about you. Cooper Parry Wealth will act as a data controller for the personal data that we process about you. We will process your personal data in accordance with our obligations set out in the Data Protection Legislation.

30.2. Under the Data Protection Legislation, we are required to provide you with certain information



about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice and it is important that you read it. We will generally only process your personal data as may be necessary to provide the services that you request from us, in accordance with our legal obligations or where it is in our legitimate interests to do so, provided that your rights are protected. In order for us to provide you with the services that you request from us, or to comply with our legal obligations, it may be necessary to disclose some or all of your personal data to third parties. Please see our Privacy Notice for more information.

30.3. Under UK anti-money laundering legislation and guidance, additional documentation may be required for identification purposes by third parties and us. If this is required, an investment may be delayed.

Conflict of Interest

30.4. We apply a Conflict of Interest Policy under which conflicts are managed with a view to minimising the risk of detriment to Clients. Please see our Conflicts of Interest Policy for more information. This is available from your Adviser Firm.

Complaints Policy

30.5. In the event of a complaint, you can write to the Compliance Manager, CP Accelerate, Sky View, Argosy Road, East Midlands Airport, Castle Donington, Derby, DE74 2SA, or by email to hello@cpaccelerate.com. Our full Complaints Policy is available from our website at <https://www.cooperparrywealth.com/complaints/>). A hard copy is also available on request.

If you are not satisfied with our response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), by writing to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: 0800 023 4567 – free for people phoning from a 'fixed line' (e.g. a landline at home) 0300 123 9123 – free for mobile- phone users who pay a monthly charge Email: complaint.info@financial-ombudsman.org.uk. A FOS brochure is available on request from us or by visiting www.financial-ombudsman.org.uk. Alternatively, if your complaint is in relation to your Pension Account you may have the right to refer your complaint to the Pensions Ombudsman by writing to: Pension Ombudsman, 11 Belgrave Road, London, SW1V 1RB Telephone: 020 7630 2200 Email enquiries@pensions-ombudsman.org.uk.

Anti-Bribery and corruption

30.6. We maintain an anti-bribery and corruption policy which covers all aspects of our business.



31. LIABILITY

31.1. In these Platform Terms & Conditions we have outlined both your own and our responsibilities and liabilities. In this section, we provide further information about our or your liabilities.

31.2. You agree to accept responsibility for all instructions placed and executed by you, or your Adviser Firm or the third party DFM (where applicable) using the Platform. All instructions made via the Platform are at your sole risk and you will be liable for any tax or other Charges arising from any transactions made through your Platform Account.

31.3. We reserve the right to deduct all Charges incurred under these Platform Terms & Conditions and any other liabilities, from your Assets held in your Platform Account, including those arising from deals placed with third parties upon your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.

31.4. In no event will any party be liable to you or anyone else for any event which is outside the reasonable control of the parties (and which does not relate to or arise by reason of fraud, wilful default or negligence of the party seeking to rely on the event) including, without limitation, fire, war or civil unrest, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike or industrial action and/or government regulation but excluding any failure to perform by any sub-contractor and/or agent of any party (except to the extent such sub-contractor or agent suffer an event which it outside of their reasonable control), any strike or industrial action of any party's employees and/or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which the relying party operates for the purposes of these Platform Terms & Conditions.

31.5. You will be responsible to us and our Nominee for any liability or loss which we or our Nominee may suffer or incur (including taxes for which you are liable and any expenses reasonably and properly incurred) in the proper course of administering your Platform Account, except to the extent arising from any negligence, wilful default or fraud on the part of ourselves or our Nominee however nothing in these Platform Terms & Conditions shall limit our liability under the FCA Rules.

31.6. We will only accept instructions to buy and sell Assets through the Platform in order to avoid possible disputes relating to instructions. In the absence of such instructions, CP Accelerate will not accept any liability regarding unexecuted or wrongly executed deals.

31.7. Nothing included in the Platform constitutes an offer or solicitation to sell Assets by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is



unlawful to make such offer or solicitation.

31.8. We maintain professional indemnity insurance cover in respect of our activities, as required by Applicable Law.

32. COMPENSATION

32.1. CP Accelerate is covered by the Financial Services Compensation Scheme (FSCS) in respect of the Platform and the Investment Accounts within it. If you make a valid claim against us in respect of your investments and we are unable to meet our liabilities in full, you may be entitled to compensation, from the FSCS, of up to £85,000.

32.2. Your cash and Assets are always held separately from our own accounts and from those with whom we place the investments. As such, any insolvency practitioner should be obliged to return your cash and investment to you as part of any wind-down process.

32.3. If a provider of any Asset fails financially, as long as the one selected is covered by the FSCS - the fund prospectus will tell you this - your investments should remain covered up to a maximum of £85,000. However, this does not protect you against losses if the market were to fall in value.

32.4. The Banks that our Custodian uses acknowledge your money is held as client money which is protected in the event of the insolvency of CP Accelerate or the Custodian.

32.5. In the event of the insolvency of one of the Banks we use, any client money we hold for you is protected under the FSCS up to a maximum of £85,000 for each client (if the Account is a Joint Account, each Account holder will be entitled to up to a maximum of £85,000 each), and Bank with whom client money is held. This limit is applied to Banks that are separately authorised and can only be applied once, therefore Banks operating under different brands within the same authorisation are covered under the same limitation.

32.6. The compensation limit of £85,000 includes any other money held by you in Bank accounts with the authorised banks our Custodian uses, therefore if you have current or deposit accounts with the same Bank these will all count towards the compensation limit of £85,000. Temporary high balances of up to £1 million are protected for a limited period of 6 months from when the amount was first credited to the account or became legally transferable. The FSCS website has further details on the definition of a temporary high balance.

For further information please visit the FSCS website (www.fscs.org.uk).



33 OTHER IMPORTANT TERMS

33.1 We may transfer these Platform Terms & Conditions to someone else. We may transfer our rights and obligations under these Platform Terms & Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

33.2 You need our consent to transfer your rights to someone else. Except as otherwise set out in these Platform Terms & conditions, you may only transfer your rights or your obligations under these Platform Terms & Conditions to another person if we agree to this in writing.

33.3 Even if we delay in enforcing these Platform Terms & Conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Platform Terms & Conditions, or if we delay in taking steps against you in respect of your breaking these Platform Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

33.4 These Platform Terms & Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.



SCHEDULE B – TERMS & CONDITIONS SPECIFIC TO OUR CUSTODY TERMS

The terms and conditions in this schedule apply the cash and custody service provided by Seccl Custody Limited. If anything in this schedule B conflicts with schedule A, schedule B will take priority. Terms defined in schedule A apply to schedule B other than as varied below.

1 BACKGROUND

- 1.1. Under the Terms, you consent to Cooper Parry Wealth Limited appointing Seccl Custody Limited ("**SCL**") as the Custodian to provide:
 - the custody services more particularly described in this schedule
 - cash payment services, asset price and information data
 - client money and asset reconciliation in accordance with the Client Asset Sourcebook ("**CASS**") of the FCA Rules
- 1.2. SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and Assets.
- 1.3. SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW.
- 1.4. Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.

2. SYSTEM OPERATION - APPLYING AND TRANSACTING

- 2.1. The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.
- 2.2. Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through the ISP, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Terms.
- 2.3. All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or the ISP.
- 2.4. Client Assets will be registered to Digital Custody Nominees Limited ("**Nominee**") which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.



- 2.5. Your cash and Assets may be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.
- 2.6. Where Assets are held in an Omnibus Account, the legal title to such Assets will be in the name of SCL's Nominee together with Assets held for other clients. This means that Assets held for your Account will not be separately identifiable within the Nominees Account, only in SCL's books and records (as outlined in clause 2.5). In the event of a default in relation to Assets held in an Omnibus Account, you may not receive your full entitlement if there is any irreconcilable shortfall in investments and may share with other clients in the shortfall in proportion to your original share. There may also be a delay in receiving your entitlement to such investments.
- 2.7. Where cash is held in a pooled account together with money from other Clients, you will not have a claim
- 2.8. against a specific amount in a specific account. In the event that any bank with which SCL has deposited the Client Money was to fail, you may not receive your full entitlement and may share in any such shortfall on a pro-rata basis with other clients.
- 2.9. SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.
- 2.10. SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately to SCL's Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL's or a third-party nominee or sub-custodian's insolvency, these would be shared on a proportionate basis with affected clients.
- 2.11. Where SCL receive income from your investments through dividend payments, fund distributions and Corporate Actions, SCL will reconcile and credit these to your accounts. All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.
- 2.12. As Corporate Action events arise, SCL will inform the ISP where actions are applicable to your Assets.
- 2.13. SCL will facilitate the transfer of cash and Assets in accordance with client instructions and the ISP's Terms.



3. CASH PROCESSES

- 3.1. Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.
- 3.2. SCL will pay any and all interest monthly net of any amounts retained by the ISP according to your agreement with them. Interest is calculated on cleared cash balances held in Client Money accounts.
- 3.3. Where interest cannot be distributed due to compound rounding differences, the unallocated interest will be paid to a SCL chosen registered charity.
- 3.4. SCL may diversify Client Money using a combination of instant access, notice, and unbreakable term deposit accounts, where notice periods or unbreakable terms may be up to 95 days in accordance with the CASS rules. In extraordinary circumstances, there may be a delay in you receiving any withdrawal requests.

4. SETTLEMENT

- 4.1. Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments ("**ETIs**"), SCL will normally operate on a delivery-versus-payment ("**DVP**") settlement process. By agreeing to the Custody Terms, you permit SCL to apply a DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.
- 4.2. For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.

5. ASSET RECONCILIATIONS

- 5.1. SCL will reconcile Client Money and Assets in accordance with CASS.
- 5.2. Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.

6. LIENS

- 6.1. We reserve the right to enforce the right of liens over the Assets under the Terms in specific circumstances. In such circumstances, this will be agreed with the ISP.



7. COMMUNICATIONS

- 7.1. All communication with you will be in English through the online message portal provided by the ISP.
- 7.2. SCL will provide quarterly valuation statements and contract notes which will detail the buy or sell transactions instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the ISP promptly of any errors or omissions in respect of the accuracy of these documents.
- 7.3. Ad hoc statement requests are permitted for which SCL or the ISP reserves the right to charge a fee.

8. COMPLAINTS

- 8.1. SCL has its own complaints policy. If you want to complain, please contact the ISP first. If the complaint relates to services provided by SCL, SCL will provide the ISP with all necessary information to resolve the complaint. The ISP may ask SCL to take control or assist on the complaint if necessary.
- 8.2. If you do not think this is appropriate please contact SCL by email at support@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
- 8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:
 - Exchange Tower, London E14 9SR.
 - Telephone: 0800 023 4567 or 0300 123 9 123;
 - email: complaint.info@financial-ombudsman.org.uk; and
 - website: www.financial-ombudsman.org.uk.

9. REMUNERATION

- 9.1. The ISP pays SCL for Custody services. In some cases, this may be paid directly from your account depending on the ISP's terms with you.
- 9.2. Where there is a shortfall to cover fees and charges, SCL will automatically raise funds to cover the shortfall. In some cases this may be more than the shortfall due to allow for market movement and price fluctuation.



10. CONFLICTS OF INTEREST

- 10.1. SCL maintain a Conflicts of Interest policy independent of the ISP. It is available by contacting the ISP.

11. FORCE MAJEURE EVENT

- 11.1. To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these Custody Terms ("Force Majeure Event"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify the other.

12. DATA PROTECTION

- 12.1. In acting as your Custodian SCL, will have access to the data you provide on Application to the ISP service. In the Service Agreement between the ISP and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.
- 12.2. SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.
- 12.3.
- 12.4. SCL will retain your data and relevant communications for a period of seven (7) years from the date of the account closure in line with the FCA rules.

13. FSCS

- 13.1. SCL is covered by the Financial Services Compensation Scheme ("FSCS"). If SCL ceases trading and cannot meet your obligations, you may be entitled to compensation from the scheme up to a maximum of £85,000 (or such other value covered from time to time by the FSCS) for investment claims.
- 13.2. Further information about the compensation arrangements is available from the FSCS directly.
 - Website: www.fscs.co.uk Telephone: 0800 678 1100 / 020 7741 4100.
 - Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY



14. USE OF THIRD PARTIES

- 14.1. To provide custody services SCL, will use the services of third party service providers.
- 14.2. Examples include the provision of; Data and price feeds of assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.
- 14.3. Where services are provided by a third party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third party and will not itself be responsible if a third party provider fails to meet its obligations. This means that should the third party default or becomes insolvent, SCL will attempt to recover your money but if the bank cannot repay its creditors, any shortfall may have to be shared proportionally among them, including you and other clients and you may lose some or all of your Assets. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the proprietary assets of the third party firm. In this situation, you will not necessarily be
- 14.4. entitled to compensation from SCL and you may seek recompense from the FSCS as covered under clause 13.2.

15. ACCOUNT CLOSURE

- 15.1. Where an account has been closed and a relationship ceases to exist, SCL may pay away residual de minimis balances below £10 remaining on the account to a SCL chosen registered charity in line with FCA rules.

16. TERMINATION

- 16.1. SCL may terminate the Terms at any time by giving the ISP thirty (30) days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of the Terms.
- 16.2. SCL may also terminate the Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from the ISP.
- 16.3. In this event, the ISP will instruct SCL where to transfer the Client Assets and Client Money. If the ISP does not do so promptly, or if the ISP no longer represents you, then you will on request give the relevant instruction. SCL will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you. The Terms will continue to apply until such transfer of the Client Assets



and the Client Money is complete.

17. SEVERABILITY

17.1. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

18. NOTICES OF CHANGE/VARIATIONS

18.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of this is available from the ISP.

19. GOVERNING LAW

19.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

19.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or its subject matter or formation.x

20. LIABILITY

20.1. SCL will act with all reasonable skill, care and diligence in acting as your Custodian. SCL will be liable to you for any direct loss that is the result of negligence or failure by SCL to account for assets in accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the ISP.

20.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability we may have for death or personal injury.

20.3. SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and assets (except as required under the FCA Rules);



- from the performance of any assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

20.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

21. HEADINGS

21.1. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.



SCHEDULE C – TERMS APPLICABLE TO THIRD PARTY PRODUCT ACCOUNTS (TPPA)

1 GENERAL

1.1 The types of third party products which may be available on the Platform include pension products and trusts. Your Adviser will be able to provide you with details of the third-party products we make available for the Platform and the applicable terms, charges and associated documents.

2 TRANSFERS, WITHDRAWALS, ASSIGNMENT & TERMINATION

2.1 We will only accept or make transfers of Assets or close a TPPA if the applicable third-party product provider agrees.

3 LEGAL TITLE

3.1 The third-party product provider holds legal title, this means that we will treat them as the Client. Your Adviser can clarify and explain how this ownership structure works.