NOMO INVESTMENT TERMS AND IMPORTANT INFORMATION

These Nomo Investment Terms apply from 03 July 2026.

SECTION 1 : INTRODUCTION

1. About these terms and conditions

1.1 Please read the below documents carefully and make sure you understand them before you use Nomo's investment service, which is a discretionary portfolio management service (we explain what this means and the service we provide in Section 5). If you do not accept the terms, you will not be able to use our services. If you have any questions or doubts about any of the content you should seek independent professional advice.

(A) Nomo Investment Terms – this refers to this entire document and all its sections which is the agreement between you and Nomo to:

(1) open an Investment Account and Investment Cash Account on the Nomo App; and

(2) use our discretionary portfolio management service offered via the Nomo App.

(B) Our Privacy policy and Notice, which can be found on our website (accessible from the Nomo App) .

(C) Nomo Order Execution Policy which can be found on our website (accessible from the Nomo App).

(D) Nomo Current Account Terms and Nomo Website and App Terms and Conditions of Use, which you will already have accepted because you are an existing customer.

1.2 Where we provide additional services to you, those services will be governed by our other terms as appropriate.

1.3 These Nomo Investment Terms will apply to you from the date that you open your Nomo Investment Account through the Nomo App until terminated by you or Nomo in accordance with these terms.

1.4 We may amend the Nomo Investment Terms from time to time. Please check back periodically to make sure you have the current version. You may request a copy of our Nomo Investment Terms from us at any time.

2. **<u>About Nomo</u>**

2.1 "Nomo" means Nomo by the Bank of London and The Middle East plc (BLME), a registered trademark and trading name of BLME. Nomo's website is at http://www.nomobank.com/.

2.2 You can contact us via email (support@nomo.bank) or telephone (+44 20 3991 0400). Any changes to these contact details will be shown in the Nomo App.

2.3 BLME is a company registered in England & Wales. Its company registration number is 05897786. The registered office address is 20 Churchill Place, Canary Wharf, London, E14 5HJ.

2.4 BLME is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority can be contacted at 12 Endeavour Square, London, E20 1JN and the Prudential Regulation Authority can be contacted at 20 Moorgate, London, EC2R 6DA. Nomo appears on the FCA Register under firm reference number 464292.

2.5 Nothing in these Nomo Investment Terms excludes or limits any liability we owe to you under the rules of our regulators.

3. **<u>Restrictions in Kuwait</u>**

3.1 **We do not market this product in Kuwait. The underlying Funds have not been licensed for offering in Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The offering of the underlying Funds in Kuwait on the basis of a private placement or public offering is, therefore, restricted in accordance with Law No. 7 of 2010 and the bylaws thereto (as amended). No private or public offering of the underlying Funds is being made in Kuwait, and no agreement relating to the sale of the Funds will be concluded or made in Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the underlying Funds in Kuwait.**

4. **<u>Cancellation</u>**

4.1 You can terminate the agreement between us and close your Nomo Investment Account on the basis set out in the Nomo Investment Terms under Section 6, clause 10.

4.2 Having instructed us to fund your Portfolio or sell some or all of your Portfolio through an Order, you have no contractual right to withdraw this instruction. However, if you place an Order in error and let us know, we will use reasonable endeavours to cancel it before it is executed. If you want to request Nomo to cancel an Order, you are advised to get in touch at the earliest opportunity.

5. **<u>How you are protected</u>**

5.1 **Retail client**: Nomo will categorise you as a 'Retail' client. Put simply, this means you are an individual investor (not a corporate body or institution) and you will have the protections afforded to 'Retail' clients by the UK's Financial Conduct Authority.

5.2 **Client Money:** Any money which we receive from or for you and hold for you in your Investment Cash Account is held by Nomo as banker and not as trustee under the FCA's rules on Client Money. If we were to become insolvent, the FCA's rules on Client Money distribution would not apply to the sums credited to your Investment Cash Account, so you would not be entitled to share in any distribution under those rules.

5.3 In the course of buying and selling Investments and providing services such as paying dividends to you, your money will be transferred to and from our global sub-custodian (currently Allfunds Bank S.A.U, a credit institution regulated in Spain and authorised and regulated to accept deposits by the Prudential Regulation Authority ("PRA") and the Financial Conduct Authority ("FCA") in the UK, as an overseas branch (FRN 444580) ("Allfunds")). Allfunds also holds money as banker and not as trustee under the FCA's rules on Client Money. Your money will be held in a client account in BLME's name with Allfunds (containing the money belonging to several Nomo clients) and Allfunds acknowledges that the money held in BLME client accounts are held in BLME's name as trustee for BLME's Nomo clients as beneficiaries.

5.4 In accordance with Section 4, clause 7.4 we will use all skill, care and diligence in selecting, appointing and periodically reviewing third parties, including our global sub-custodian and will be responsible for any failure by us to exercise such skill, care and diligence in their selection, appointment and review. Where we have taken all skill, care and diligence in their appointment, we shall not be liable for any of their acts, omissions or default. This includes any third-party banking partner appointed by us to hold your money. If we engage a different partner bank or credit institution to hold money on Nomo's behalf your money will be held on the same basis as under Section 1, clause 5.3 unless we inform you otherwise.

5.5 **Financial Services Compensation Scheme (FSCS)**: You may be covered by the FSCS in the event Nomo cannot, or is unlikely to be able to pay, claims against it.

5.6 The FSCS does not cover any fall in the market value of Investments that have been incurred. You can find more information about FSCS protection at www.fscs.org.co.uk.

5.7 Your eligible deposits (including cash balances in your Investment Cash Account) are also covered separately by the FSCS. Nomo is a trading name of BLME so customers who hold deposits under both trading names will only be eligible for one claim per depositor of up to the FSCS deposit limit in total in respect of all amounts held by BLME. We will have supplied you with a FSCS Eligibility Information Sheet which provides information on and explains the protection of your eligible deposits in the case of our insolvency.

5.8 For example:

(please note your circumstances will need to be assessed against the FSCS eligibility rules and separate rules apply for joint accounts)

(A) A limit would apply for the total of the deposits you hold in your current or savings accounts with Nomo and BLME, including your Investment Cash Account.

(B) A further limit would apply if Nomo is unable, or unlikely to be able, to meet its financial obligations to you in relation to its investment business.

5.9 Cash deposited by Nomo on your behalf at Allfunds may also be covered by the FSCS if Allfunds is unable to meet its financial obligations. Please note the FSCS limit applies to the total amount of cash you hold at Allfunds (and any other banking brand sharing the same banking licence as Allfunds) whether it is deposited by Nomo on your behalf, other providers, or by you directly (this includes your share of funds in any joint account).

5.10 Further information about the compensation provided by the FSCS is available at the FSCS website at www.fscs.org.uk or by contacting them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU (Tel: 0800 678 1100 or from outside the UK on +44 (0)20 7741 4100).

6. <u>How to complain</u>

6.1 Should you have any complaints then please notify us. We can be contacted via the support@nomobank.com or call us on +44 20 3991 0400. We will acknowledge your complaint promptly and arrange for the matter to be investigated in accordance with the rules of the FCA and report the results to you.

6.2 If your complaint is unresolved or not settled to your satisfaction within 8 weeks from the date you first made the complaint, you may refer it directly to the Financial Ombudsman Service (“FOS”). The address of the FOS is Exchange Tower, London E14 9SR. You can also telephone the FOS at: 0800 023 4567 or email the FOS at: complaint.info@financial-ombudsman.org.uk. You can find out further information about the FOS on its website: www.financial-ombudsman.org.uk.

7. <u>Shariah Compliance</u>

7.1 Our services and Investments offered on the Nomo App are intended to be Shariah compliant. You agree that, notwithstanding any right by contract or under law or regulation, neither you nor Nomo shall claim or receive from the other any payment that is in the form of interest and each party expressly agrees not to claim any such right. In accepting these Nomo Investment Terms, you agree not to raise any objections about the Shariah compliance of our products and services, including the Funds that make up our Model Portfolios. You may wish to consult your own Shariah advisers in deciding whether the services available via the Nomo App and the Model Portfolios available comply with Shariah principles.

SECTION 2 : CONTENTS

Section 1 **Introduction**	The section at the beginning of this disclosure which draws your attention to some key points to note.
Section 2 **Contents**	This contents list
Section 3 **Glossary**	Definitions for the capitalised terms we use in our Nomo Investment Terms.
Section 4 **Setting up and operating your investment account and investment cash account**	This explains how the money side of things works when you use the Nomo App and how we provide our custody services to you i.e., how your investments are held and protected.
Section 5 **Our portfolio management services**	These are the main provisions about our discretionary portfolio management services.
Section 6 **General terms about our relationship**	This section sets out general information about our relationship, rights and responsibilities etc. and explains more about how we can contact each other and how you can complain, among other things.

Other important disclosures that you need to be aware of can be accessed here:

Privacy Policy	This explains how we may use your personal data that we hold about you once you have applied to use the Nomo App.
Nomo Website and App Terms and Conditions of Use	These are the more general terms that relate to using the Nomo App.
Summary of Nomo Order Execution Policy	This explains how we execute your Orders.
Nomo Current Account Terms	These are the terms for your Nomo Current Account

SECTION 3 : GLOSSARY

In these Nomo Investment Terms, we use certain capitalised terms that have specific meanings as detailed below:

“Base Currency” means currency of the country you live in and earn your main income in.

“Business Day” means any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and public holidays in the United Kingdom. All references to time on a Business Date are to Greenwich Mean Time (GMT).

“Costs and Charges Document” means a document outlining all fees, charges and costs associated with investing in and holding a Portfolio.

“Current Account” is your Nomo current bank account which you have told us you want to use to fund your transactions in investments through the Nomo App.

“Fund” means a pooled investment fund (sometimes called a collective investment undertaking). Your Model Portfolio will contain units in one or more of such Funds.

“Investments” means investments which make up your Portfolio. These are currently limited to Funds suitable for Shariah investing.

"Investment Cash Account" is the account we will open for you to hold your cash before it is invested, or to hold your cash after you sell an investment.

“Investment Account” means the Nomo App investment account you open with Nomo in your name and to which we record your investments.

"Mandate" means the parameters within which we will manage each Model Portfolio from time to time.

"Model Portfolio" means a Shariah Compliant portfolio of investments created and managed according to parameters established by us and set out in the Mandate.

“Nomo” means the division of the Bank of London and the Middle East using the trading style “Nomo” or "Nomo Bank".

“Nomo App” means our mobile application through which Nomo will provide to you our portfolio management services and Account and other services from time to time.

“Nomo Fee” has the meaning given to the term in clause 13.1, Section 5.

“Order” means an instruction from you via the Nomo App to fund your Portfolio or sell some or all of the value of your Portfolio.

“Portfolio” means the Investments we are holding through your Investment Account and which we are managing on a discretionary basis according to the Mandate for your chosen Model Portfolio.

“Portfolio Factsheet” means a document providing key information about the Investments.

“Professional Client” means a type of client that satisfies certain criteria set out in the FCA rules.

“Retail Client” means any client that is not a Professional Client and is not otherwise categorised as another type of client.

“US Persons” means a citizen or resident of the United States of America or shall have the meaning provided for from time to time in US laws and regulations such as but not limited to the Foreign Account Tax Compliance Act.

“We or us” means Nomo.

“You or your” means you, the client of Nomo that has applied to use the Nomo App and opened an Investment Account subject to these Nomo Investment Terms.

SECTION 4 SETTING UP AND OPERATING YOUR INVESTMENT ACCOUNT AND INVESTMENT CASH ACCOUNT

1. **Setting up an Investment Account and Investment Cash Account**

1.1 To invest in a Portfolio you need to open a Nomo Investment Account via the Nomo App. When we open an Investment Account we will also open an Investment Cash Account to hold cash transferred from your Nomo Current Account before it is invested for you. This Investment Cash Account is also used to hold cash when you sell some, or all of, your Portfolio.

1.2 You must also have a Nomo Current Account and hold funds in certain currencies available through the multi-currency function as specified in the Nomo App.

1.3 To apply for an Investment Account, you will need to provide us with information so we can identify you, conduct anti-fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks and any other names list checks required of us by law or regulation or to meet our risk based financial crime procedures (including our anti-bribery and corruption controls).

1.4 The evidence we use as part of our Nomo App onboarding process will usually be collected electronically (and because you are an existing Nomo customer we may already have all the evidence we need on our systems to carry out our checks), but in some circumstances we may require hard copy documents, original or certified copies of documents.

1.5 We may ask you for more information or to reconfirm information during our relationship. We may, in particular, carry out enhanced due diligence in certain scenarios and this may require you to give us more information and records, e.g., about the source of your wealth or bank funds or your links with politicians. You authorise us to make the enquiries we reasonably think we need to verify your identity and manage financial crime and fraud risk.

1.6 You will not be able to fund your Portfolio until we, or any delegate of ours, carry out our checks and collect the information we need before we can provide services to you.

2. **Your acknowledgements, representations and warranties**

2.1 When you apply for an Investment Account and then on each occasion you place an Order to fund or sell all or part of your Portfolio you acknowledge, represent and warrant that:

(A) you are eligible to open an Investment Account and have capacity to do so;

(B) you must be at least 18 years old;

(C) you act on your own behalf and not on behalf of someone else;

(D) information and documents you provide to us are true, accurate and not misleading;

(E) you will not upload or transmit any malicious code to the Nomo App or otherwise use any electronic device, software, algorithm and/or dealing method or strategy to manipulate any aspect of the Nomo App platform;

(F) you are not a citizen or resident of the United States of America;

(G) you will hold your Portfolio for yourself only and not for the benefit (or as nominee or for the account) of any third parties; and

(H) you will not be using monies obtained from any US Persons.

3. **How we will use your information**

3.1 We will act in accordance with our legal obligations in relation to your personal data, including those obligations set out in the General Data Protection Regulation as implemented in the UK and the UK Data Protection Act 2018 (as each may be amended, supplemented or replaced from time to time).

3.2 By using the Nomo App and our services and applying for an Investment Account, you acknowledge that Nomo will collect, use, process and disclose your personal information (including your name, contact details and account details) in accordance with Nomo' privacy policy and notice, which is available (Privacy Policy). This may include transferring your personal information outside the UK. Where this occurs, we will take all reasonable steps to make sure that your personal information is handled securely and in line with our privacy policy and data protection laws.

3.3 You authorise us to make enquiries, whether directly or through third parties, that we reasonably consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take such action as we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full.

3.4 You must provide us with information which we reasonably request of you for the purposes of providing services to you and that we may make and hold a record of this information as required by applicable law. This information will, among other information, typically include name, address, bank, mobile phone number or address and your passport number or your taxation reference number, or equivalent.

3.5 You will also comply with any requests for additional information from our delegate(s) (including our global sub-custodian) for the purposes of conducting identity and verification checks in accordance with applicable law. You authorise us to share such information with them as required.

3.6 Please tell us as soon as there is a change in information that identifies you (such as your name, address, bank, mobile phone number or address in particular) or if any document you have provided is or becomes false, inaccurate or incomplete. If you don't, you may not be able to access the Nomo App or use your Account.

3.7 We will disclose information about you and your Orders and Portfolio if this is required under applicable law. For example, we may be requested to divulge to a fund manager or issuer details of your beneficial ownership of units or securities. Where we feel that it is necessary in our absolute discretion, we may seek your consent before disclosing your data.

3.8 Any information we obtain about your Orders and Portfolio as a result of your use of the Nomo App shall be our sole and exclusive property.

4. **Account in your sole name only**

4.1 You can't share your Investment Account with another person, and the Investment Account must only be in your name. You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your use of your Account and the Nomo App as above and we are not responsible for anything that happens on your Investment Account or Investment Cash Account because you didn't keep your password or security credentials safe.

4.2 Unless you have informed us otherwise, we are entitled to treat every action taken via your Investment Account or Investment Cash Account as an action authorised and undertaken by you.

5. **Using the Nomo App**

5.1 You will manage your Investment Account and Investment Cash Account through the Nomo App. For help using the Nomo App have a look at our "How to" guides and FAQs on the Nomo App and on the Nomo website or get in touch with us.

5.2 When using the Nomo App you must comply with these Nomo Investment Terms in addition to the Nomo Website and App Terms and Conditions of Use and your Nomo Current Account Terms.

5.3 You must not allow anyone to access the Nomo App on your behalf. Keep safe and confidential the secure identification methods such as pins and passwords and any other piece of information agreed with us to authenticate your access to the Nomo App. You must not give your login or security details to anyone else.

5.4 You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Orders via the Nomo App.

5.5 If we become aware or suspect that you are affected by fraud or an operational security incident, some or all of the functionality of your Investment Account may be limited until such time that the suspected incident is resolved.

5.6 If you believe that your Investment Account has been compromised or do not recognise activity on your Investment Account or Investment Cash Account, you should immediately contact us on the basis detailed in Section 5 of these Nomo Investment Terms.

6. **How we will hold your cash**

6.1 We operate a separate Investment Cash Account for you to fund your Nomo App Investments and to receive payments due to you such as dividends. Payments for Investments are made directly from your Investment Cash Account. No profit is payable on balances in your Investment Cash Account.

6.2 If your Nomo Current Account is denominated in a currency other than your Base Currency (the currency of the country you live in and earn your main income in), you should be aware of the risk of fluctuations in the exchange rate between your Base Currency and the currency of your Current Account, Investment Cash Account and the Investment Account.

6.3 We may debit from your Investment Cash Account any sum credited to which you are not entitled.

7. <u>How we hold your Investments</u>

7.1 We hold the Investments in your Portfolio in your Investment Account as custodian.

7.2 We provide custody for the Investments in your Portfolio under these Nomo Investment Terms. We will hold them for you in safe custody in accordance with the FCA Rules. This means that they will be kept separate from our own Investments. We will keep records to show that that we hold them on your behalf and that they do not belong to us.

7.3 We may hold your Investments with a third party (such as our global sub-custodian) on our behalf and you authorise us to do so where we reasonably consider it appropriate or necessary.

7.4 We will use all skill, care and diligence in selecting, appointing and periodically reviewing third parties, including our global sub-custodian and will be responsible for any failure by us to exercise such skill, care and diligence in their selection, appointment and review. Where we have taken all skill, care and diligence in their appointment, we shall not be liable for any of their acts or omissions. We cannot ensure that you would not lose any Investments if they went insolvent and are not responsible for any loss arising from their insolvency.

7.5 We will take adequate steps to safeguard your ownership rights over your Investments. We will make sure your and other clients' Investments are identifiable separately from our investments and Investments belonging to any third party by using differently titled accounts or other measures that secure the same level of protection for you and our other clients.

7.6 Your Investments (i.e., units or shares in Funds) will usually be registered in the name of a nominee controlled by our global sub-custodian (a bank to which we have delegated certain aspects of the provision of the Nomo App and services), Allfunds.

7.7 Registration in the name of a nominee controlled by our global sub-custodian or a third party may mean you lose incentives and shareholder benefits attaching to your Investments.

7.8 When registration in the name of the nominee of our global sub-custodian is not possible, they will be registered in the name of a third party by our global sub-custodian as permitted by the FCA Rules. This may include holding in the name of the global sub-custodian or its sub-custodian located outside the UK where our global sub-custodian has taken reasonable steps to determine that it is in your best interests to do so, or that it is not feasible to do otherwise, because of the nature of the applicable law or market practice.

7.9 Where your Investments are held by our global sub-custodian or its own sub-custodian, your Investments will be pooled with the Investments of other clients in a bulk nominee holding or single custody account. This means that your entitlement to any Investment may not be identifiable by a separate certificate, other physical document of title or electronic record. Accordingly, if there is a default by the global sub-custodian, its nominee or any sub-custodian resulting in a shortfall, you may only receive a pro rata share of your full entitlement.

7.10 If your Investments are held in a jurisdiction outside of the United Kingdom your rights may differ as a result. If local law does not allow your Investments to be held separately from ours or from those of the sub-custodian then you might be at risk of greater loss in case of the sub-custodian's insolvency.

7.11 Your Investments will only be deposited by us or by our global sub-custodian with a non-UK custodian if they are based in a jurisdiction which regulates safekeeping of Investments and they are so regulated unless the nature of the Investment or services relating to them requires the Investments to be deposited with a third party in that jurisdiction.

7.12 Our global sub-custodian and any other third-party sub-custodian (including a depositary) may have a security interest, lien, right of set-off or similar rights over your Investments under their standard terms, where permitted under applicable regulatory requirements. Our global sub-custodian is only entitled to a security interest, lien, right of set off and similar rights to cover exposures incurred in relation to the services provided by it and in accordance with the FCA rules. Other sub-custodians may have wider rights if required by applicable law in a third country jurisdiction in which it holds your Investments. We will tell you about the risks of third parties holding liens and other rights over your Investments which include them being able to reduce your Investments to recover payments due to them.

7.13 You cannot use your Investments held by us as security for a loan, debt or other obligation without our prior written consent.

7.14 In certain circumstances, and subject to applicable laws and regulatory requirements, we may cease to treat any Investments held on your behalf in your Portfolio as safe custody Investments, and (i) liquidate these Investments at market value and pay away the proceeds or (ii) directly pay away these Investments, in either case, to a registered charity of our choice, or, where applicable legislation or FCA Rules allow, a Reclaim Fund. We may only do this if:

(A) We have held your Investments for at least twelve years and there have been no instructions received by us in relation to the Investments during the twelve years immediately before being paid away to the registered charity or Reclaim Fund; and

(B) We have taken reasonable steps to trace you and return the Investments to you.

7.15 We may also cease to treat any Investments held on your behalf in your Portfolio as safe custody Investments and liquidate those Investments in the circumstances set out at clause 13.7 of Section 5, where you have insufficient funds available in your Investment Cash Account, or other accounts that you hold with us, to pay the Nomo Fee or other fees and charges due to us from you under these Nomo Investment Terms.

7.16 Where we take the steps in Section 4 clause 7.14, any cash in your Investment Cash Account held by Nomo that cannot be returned to you after reasonable steps have been taken will be transferred to a suspense account. If we return the cash to a suspense account and we have not received any instructions relating to the cash (excluding transactions such as payments of dividends into the Investment Cash Account or receipts of charges, or similar items) for at least fifteen years we may transfer your money to a Reclaim Fund. You will still have the right to your money and can ask us for information about how to get your money back.

7.17 If you contact us after we have paid away your Investments to charity, we will return a sum equal to the value of your Investments at the time they are liquidated or paid away to charity.

7.18 We may reclaim from your Investment Account any Investment we have allocated to you to which you are not entitled.

SECTION 5 : OUR PORTFOLIO MANAGEMENT SERVICES

1. <u>What portfolio management services do we offer?</u>

1.1 Nomo will manage for you a portfolio of investments based on a Model Portfolio you have chosen. Model Portfolios are curated 'baskets' of investments designed to meet a particular goal, for example long term growth. While you choose the Model Portfolio you want on the Nomo App, you don’t choose what investments go into it, we do this.

1.2 We manage your portfolio on a discretionary basis, which means we can make decisions about the investments in your Portfolio without asking you first, so long as we manage your Portfolio in accordance with the Mandate (which is a document that explains the characteristics and goals of a particular Model Portfolio).

1.3 We make decisions to try and achieve the objectives of the Mandate but investing involves risk and the value of investments can go down as well as up and you may get back less than you originally invested. Changes to current legislation and regulations could also give rise to changes in the price of investments, which could impact your profits or losses.

The value of your Portfolio depends on fluctuations in the financial markets outside of our control and may fall as well as rise. You may get back less than your initial investment, and, in some cases, you may lose your entire initial investment. Past performance of is not a reliable indicator of its future performance.

2. <u>We do not provide you with financial advice</u>

2.1 It is a regulatory requirement for us to complete a suitability assessment before you fund a Model Portfolio. On the Nomo App we call this checking your 'investor personality'. The purpose of this is to help you and us check that the objectives of the Model Portfolio you have chosen are suitable given your knowledge and experience in investments, financial situation, ability to bear losses, your investment objectives and willingness to take risk.

2.2 **We do not provide financial advice** as part of our service, so we will not give you a personal recommendation about any decisions in relation to your Portfolio, for example whether to buy and sell or which Model Portfolio to choose as the basis for your Portfolio.

2.3 You are solely responsible for the decisions you make in relation to your Portfolio (for example, whether to invest further amounts or sell some of your Portfolio). If you are uncertain, seek independent professional advice.

2.4 You should ensure that your personal finances are suitable for engaging in the buying and selling of investments and that you consult a financial adviser if you require such advice. In particular, check you can bear any losses that may arise from your trading activity and that you can commit to investing over the medium to long term. Do not borrow money to invest in the expectation of a profit.

2.5 Although we may from time to time provide you with information about the Model Portfolios and functionality to help you filter our Model Portfolios according to your investor personality, this information is not, and should not be, interpreted as advice.

3. **<u>We do not provide you with tax or legal advice</u>**

3.1 You have the sole responsibility for determining the relevant tax impact of your Portfolio and you should consult an appropriate professional advisor if you have any questions or doubts in this regard. Nomo does not provide tax or legal advice.

4. **<u>Suitability assessment / Investor Personality</u>**

4.1 If you do not complete a suitability assessment, we are under no obligation to execute any Orders in such Investments and we may refuse to do so.

4.2 The suitability assessment generates a risk score from your answers which summarises your risk tolerance and ability to bear losses. We may at our discretion allow you to answer the questions again, but we are not obliged to do this. We are not obliged to offer you a suitable Model Portfolio and we may not be able to offer you a suitable Model Portfolio based on your risk score.

4.3 Each of our Model Portfolios has a range of risk scores attached to it – if your risk score falls in this range, the Model Portfolio will be shown to you on the Nomo App. For guidance purposes only, the Model Portfolios displayed to you will be filtered and arranged with the Model Portfolio that most closely aligns with your risk score at the top of the screen. This is however not a personal recommendation, and you are free to invest in any Model Portfolio presented to you if you read the required risk warnings and acknowledge the risks of proceeding.

4.4 You must tell us if your circumstances change and the answers you gave to the suitability assessment are no longer accurate. We are entitled to rely on your answers until you update us.

4.5 We will repeat our suitability assessments from time to time when we need to under the rules of our regulator. If you don’t respond to our requests, our services may not continue to meet your needs and we may not be able to continue to offer services to you.

5. **Your client categorisation**

5.1 We need to give our clients a classification under the rules of our regulator the Financial Conduct Authority. We will treat you as a Retail Client unless you have agreed and we have informed you otherwise in writing. As a Retail Client you have the highest standard of protection. It is open to you to request a different client categorisation to the one which we have given you, but we may, in our sole discretion, reject any such request. We do not classify any of our clients as Professional.

6. **About our Model Portfolios**

6.1 Your Portfolio will be based on a Model Portfolio that you choose. A Model Portfolio is a pre-defined collection of different Investments created by us which are held in different proportions designed to meet a specific goal. For example, some of our Model Portfolios invest in Investments that are higher risk so the investment performance may be more volatile and are more suitable for long term investment – this may include Funds that, individually, are deemed only suitable for professional investors (and not Retail Clients) but which we consider are suitable to be held in one or more of our Model Portfolios as part of a balanced approach to manging risk in accordance with the Mandate(s) of such Model Portfolio(s). Some may focus on accumulation (growing the value of investments over time), others on generating a regular income for you. The objectives and characteristics of a Model Portfolio are captured in the Mandate which is what we use to manage your Portfolio on a discretionary basis.

6.2 You cannot customise the Model Portfolio you have selected or give us instructions about individual Investments. For example, you can't change the types of assets or investments that make up a Model Portfolio or their relative proportions or tell us to sell or buy an individual Investment.

6.3 Any tools or functionality we offer to help you filter or navigate your choices of Model Portfolios is not a personal recommendation or investment advice.

6.4 The descriptions of our investment strategies and information on the general asset allocation parameters for each Model Portfolio are set out in the Nomo App. You must read these carefully before selecting a Model Portfolio.

6.5 Before funding a Portfolio, you will be asked to and should read the Portfolio Factsheet and Costs and Charges Document applicable to the Model Portfolio upon which your Portfolio is based. You must raise any questions with us before funding your Portfolio.

6.6 If you are not sure what investments to make, you should appoint a financial adviser who can assess your personal circumstances and advise you accordingly.

7. **You give us authority to manage your Portfolio**

7.1 You appoint us to manage your Portfolio on a discretionary basis in line with the Mandate for the Model Portfolio you choose which as well as these Nomo Investment Terms will also explain any constraints on our discretion. 'Discretionary' means we can decide when to buy, sell, retain, exchange or otherwise deal with, or exercise rights in, the Investments in your Portfolio without your permission on an ongoing basis for the lifetime of your Portfolio. We apply our decisions across all clients that have selected a particular Model Portfolio. Whilst we will, at all times, manage your Portfolio in good faith and with reasonable skill and care, we can give no guarantee as to the performance or profitability of your Portfolio.

7.2 From time to time, as part of our role as portfolio manager we will rebalance your Portfolio, which means buying and selling Investments in your Portfolio to make sure it is invested in accordance with the Mandate. We will decide what to sell and buy and don't need to ask your permission first. You can see when we have done this in the Nomo App and in your regular statements.

7.3 You appoint us as your agent so we when we do things on your behalf (like buy an Investment) our actions are binding on you as if you had done such actions yourself.

8. **The assets that make up your Model Portfolio and what we won't invest in**

8.1 Nomo's Model Portfolios comprise open-ended investment funds, specifically funds called Undertakings for Collective Investment in Transferable Securities (UCITS). Their value is subject to fluctuations in the financial markets, which are outside of Nomo's control. These funds are intended for medium – long term investment; they are not suitable for short-term savings purposes. You should not invest monies in this type of financial instrument which you need to use at short notice.

8.2 We will undertake reasonable checks to ensure the Model Portfolios only invest in Funds that comprise Shariah compliant investments. For example, this means that the Funds do not invest in certain prohibited industries such as the gambling industry. Please ask us for more information about the Shariah standards we apply and our independent Shariah Supervisory Board before you invest because, in accepting these Nomo Investment Terms, you agree that the Model Portfolios as presented to you meet your Shariah compliance requirements and that you will not raise any objections about the Shariah compliance of our products and services.

9. **How you can fund your Portfolio**

9.1 You can start a Portfolio by making a one-off contribution from your Current Account to your Investment Cash Account or by setting up a regular contribution from your Current Account to your Investment Cash Account. Contributions will be subject to minimum values stated in the Nomo App.

9.2 We will take any regular contribution at the end of each calendar month and invest regular contributions you make until you cancel this on the Nomo App.

9.3 We do not provide you with credit to fund your transactions through the Nomo App.

9.4 If your Order is accepted by us, in accordance with our discretionary mandate we will give our instructions (or our delegate will do so on our behalf) to the relevant Fund or Fund manager to buy or sell Investments.

9.5 Your Order will usually be settled and your new Investments purchased and shown in your Nomo App within four (4) Business Days of the Fund manager receiving instructions, although we cannot guarantee this because circumstances outside of our control may cause delays.

9.6 We will only accept Orders that meet any minimum order criteria we set in the Nomo App from time to time.

9.7 You are responsible for the accuracy of your Orders. You may not be able to cancel or change an Order after you have submitted it. It's important to note that by submitting an Order, you are instructing us to enter into binding commitments to buy or sell various Investments.

9.8 You should double-check to make sure that, before you have submitted any Order you:

(A) have input the right values;

(B) are certain that you wish to go ahead with that Order;

(C) understand how these Nomo Investment Terms apply to that Order;

(D) are willing and able to bear the risk of any potential loss associated with the Model Portfolio; and

(E) understand the risks of funding a Model Portfolio.

9.9 When you submit an Order to fund a Portfolio you state on the Nomo App the cash amount you would like to invest. We will not spend more than you have asked us to. We will translate your cash amount into the closest equivalent number of units we are able to purchase in the Investments that make up your Model Portfolio (in the proportions set out in the Mandate). Due to rounding, the actual price of the units of Investments purchased may be slightly less than your cash amount you asked us to invest (and we will return the difference to your Investment Cash Account).

10. **<u>Withdrawing or cashing in your Portfolio</u>**

10.1 Orders to sell your Portfolio in whole or part may only be submitted via the Nomo App. You must have sufficient value in your Portfolio investments to satisfy your request to sell including any fees and charges that are due.

10.2 We will only accept Orders that meet any minimum order criteria we set in the Nomo App from time to time.

10.3 If the Nomo App is unavailable for any reason, you can let us know by emailing support@nomobank.com.

10.4 When you make an Order to sell your Portfolio in whole or part, this will typically be executed by the relevant Fund managers and paid out to you within four (4) Business Days. There will be minimum order requirements stated in the Nomo App. It may take longer to sell some of the Investments that make up your Portfolio than others.

10.5 If you withdraw all of the holdings in your Portfolio, due to price fluctuations there may be a slight difference between the value of your Portfolio displayed on the Nomo App at the time you submit your Order and the value of your Portfolio at the time the sale of the holding in your Portfolio is executed by the Fund managers.

10.6 When you submit an Order to sell a proportion of your Portfolio, you enter into the Nomo App the cash amount you would like to receive. We will translate your cash amount into the closest equivalent number of units we are able to sell in the Investments that make up your Portfolio (in the proportions set out in the Mandate for your Model Portfolio). Our approach is to ensure you receive at least the cash amount you have requested. Due to this approach and rounding, the actual proceeds of Investments sold may be slightly more than your cash amount requested. If this is the case, you will receive a slightly higher cash amount of sale proceeds than originally requested.

11. **When we can reject an Order from you**

11.1 We (including any delegate of ours or third-party broker) have the final say on whether to accept your Order. If we (or a delegate or a third-party broker) reject an Order in whole or part, we will not have to explain to you why that Order has been rejected, but we will notify you of the rejection through the Nomo App.

11.2 Orders may be rejected by us in whole or in part (or any delegate or third-party broker) or not submitted by us for execution for reasons relating to:

(A) Any minimum Order criteria we set;

(B) Our internal risk limits and tolerances that govern whether or not we will accept an Order; or

(C) Trading restrictions imposed by regulators, markets or other third parties that mean we cannot buy or sell Investments on your behalf.

12. **How we value your Portfolio**

12.1 The value of your Portfolio will be shown on the Nomo App. Any statements we provide to you will also show the value of your Portfolio at the date of that statement. The value of your Portfolio is based on the prices of Funds published by the Fund or Fund manager.

12.2 We take reasonable steps to make sure the values shown on the Nomo App are accurate but because we receive these values from a third party, there may be circumstances outside of our control where the values are not accurate, or it takes longer than usual to update the values on the Nomo App.

13. **Fees, charges and taxes**

13.1 **Nomo Fee**: Nomo charges two fees:

(A) a platform fee; and

(B) a portfolio investment management fee calculated on a daily basis based on your average portfolio value.

The Nomo Fee will be shown in the Nomo App. The Nomo Fee will be deducted from your Investment Cash Account on a monthly basis and from the final sale of all your Portfolio before the proceeds arising from the sale of your Investments are credited to your Investment Cash Account.

13.2 **Fund management fees**: There may be charges you need to pay set by the fund managers for the Funds that make up your Portfolio. Typically, there is an ongoing charge for fund management. Some fund managers charge performance fees where a certain benchmark is exceeded. Some fund managers also charge entry and/or exit charges. These charges are calculated and charged by the fund manager and are factored into the price you pay for units in the Fund. Fund management fees will be disclosed to you annually.

13.3 Details of applicable fees and charges for our discretionary portfolio management services are also provided in our Nomo App.

13.4 Our fees and charges are stated inclusive of tax, where applicable.

13.5 You will at all times be fully responsible for payment of all taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the services we carry out for you or any investments you have.

13.6 We can change our fees and charges. Changes to our fees and charges will be made in accordance with clause 12 in Section 6 below which explains among other things how much notice we will give you.

13.7 We will deduct the Nomo Fee from your Investment Cash Account each month. If there are insufficient funds in your Investment Cash Account, then we will deduct the Nomo Fee from funds you hold in your USD multicurrency account. If there are still insufficient funds we reserve the right to ask you to transfer funds from your Current Account to meet the fees and charges that are due and payable. If you do not send us funds within a reasonable period of our request and we have reminded you on at least one occasion, then we shall have the right to:

(A) Use any money in any of the accounts you hold with us (starting with your Current Account) and, if conversion is needed to pay the fees and charges, this will be done using the rate offered by CurrencyCloud or any other foreign exchange provider as we may, after giving notice to you, elect to use from time to time. We will write to you afterwards to confirm what action we have taken and how much we have transferred;

(B) Sell some of your Investments at our discretion in order to fund the fees and charges you owe us; and/or

(C) Add any outstanding amounts to future monthly requests for fees and charges.

13.8 All payments due to us by you must be made in immediately available funds to the account we designate without any set-off, counterclaim or deduction. If you make any deduction or withholding, you shall pay to us such additional amount as required to ensure we receive the full amount due without the deduction or withholding.

13.9 If we provide a new service or facility, then we may introduce a new charge for providing you with that service or facility.

13.10 We may change our charges or introduce a new charge if there is a change in (or we reasonably expect that there will be a change in):

(A) The costs we incur in carrying our services for you; and

(B) The regulatory requirements that apply to us in relation to our services under these Nomo Investment Terms.

13.11 Any changes to our fees or charges or any new charge or fee will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in providing our services.

13.12 We may also change our charges for any other valid reason which is not set out here, provided we are acting fairly.

14. **Information we provide through the Nomo App**

14.1 We may provide you with various market data and other information about your Portfolio and to enhance your use of the Nomo App. This market data may include historical data about the performance of a Model Portfolio, industry and sector trends and analysis on various companies and Investments. Past performance is not a reliable indicator of future performance. In no circumstances should any of this information be construed or interpreted as us giving you advice or providing you with a recommendation of any kind. We do not take any responsibility for the accuracy or completeness of any market data or other such information provided to you via the Nomo App and we are not liable to you for any actions taken by you or not taken by you as a result of your use of any such information.

15. **Our execution policy**

15.1 When we execute Orders for you and buy or sell Investments in your Portfolio, we are required to provide best execution and to comply with our Order Execution Policy. Best execution means we must take all sufficient steps to ensure that we obtain the best possible result for you when making investment decisions in the course of managing your Portfolio, taking into account certain factors (with price being the key factor for Retail clients). By accepting these Nomo Investment Terms and opening an Investment Account, you consent to us acting in compliance with our Order Execution Policy.

15.2 When we use a third-party broker or delegate to execute investment decisions, we will seek assurances, through our broker diligence and monitoring processes, to ensure that any such party takes all sufficient steps to deliver the best possible result to our clients on a consistent basis. Please refer to our Order Handling Policy for more information for how we appoint third parties, where relevant.

15.3 Usually we execute Orders (i.e., buy and sell Investments in your Portfolio) through a trading venue. A trading venue is a market where financial instruments i.e., certain investments, are bought and sold. We may sometimes execute certain orders outside a trading venue and you expressly agree that we may do so under these Nomo Investment Terms.

15.4 We may be required to make information about certain transactions public when we execute trades for you. You agree to waive any duty of confidentiality in relation to the information we are required to disclose under applicable regulatory requirements.

15.5 If your Order is not able to be placed for reasons beyond our control, then we will continue to hold the relevant Investment (in the case of a sell Order).

15.6 You must notify Nomo if you receive confirmation of an Order which you did not place or which has not been completed in accordance with your instructions.

15.7 We manage Portfolios for many customers and so we may combine requests to buy or sell Investments if we reasonably believe that this will not be to your disadvantage. Despite our efforts, there remains a risk that such aggregation could disadvantage you. We shall allocate such transactions fairly and in accordance with the rules of our regulator.

16. Reporting to you about your Portfolio

16.1 You can check activity relating to your Investment Cash Account or Investment Account on the Nomo App at any time. A statement showing, among other things, the value of your Portfolio, cash balance, fees and charges, the overall performance of you Portfolio, dividends, transactions and activity will be generated once every quarter (or otherwise in accordance with the rules of our regulator) within your Nomo App. We will also prepare an annual summary of costs and charges. If you require an additional statement at a different interval, then this available from us on request. There may be a charge for additional statements as indicated in our Nomo tariff of charges from time to time.

16.2 Please check the accuracy of statements, valuations, reports and other documents and let us know if you spot any errors by contacting us via support@nomobank.com. You must tell us as soon as possible of any errors contained in any statement you have received. In the absence of manifest error, all statements will be conclusive and binding on you unless you notify us in email within five (5) Business Days of the date of the statement that you disagree with its contents, or we notify you of an error in the statement within the same period.

16.3 You agree that you won't receive contract notes (also known as confirmations) or specific reports each time we buy or sell an Investment in your Portfolio.

16.4 We assess the performance of your Portfolio (and our Model Portfolios in general) against an appropriate benchmark to measure how we are doing against the Portfolio's objectives. You can find more information about the benchmarks we use on our website at https://www.nomobank.com/investments.

17. Corporate Actions

17.1 Corporate actions are a broad spectrum of activities undertaken by corporate bodies e.g., companies, which have a significant influence on shareholders such as takeovers, other offers, reorganisations or new share issues and in the case of a voluntary corporate action, will require a decision or an election to be made. You authorise us to act on your behalf in these corporate actions and make decisions that are binding on you, like vote on your behalf or give waivers, consents and covenants. Until you remove our permissions to do so, we may use at our discretion (or we may choose to take no action) voting, subscription and conversion rights, rights entitlements and other matters attached to the Investments in your Portfolio.

17.2 Where we choose to take no action, we are not responsible to you for any losses.

17.3 Where we exercise our discretion to vote we may do so on behalf of multiple customers which may or may not benefit you. Should we identify a material conflict of interest in exercising our discretion to vote we shall not proceed without first obtaining your express prior consent.

17.4 There may be a charge to exercise your rights, so a corporate action may entail the payment of cash from your Investment Cash Account.

17.5 We will not retain fractions of Investments arising from corporate actions where we cannot reasonably allocate these to your Account.

17.6 Where a corporate action has required the sale of Investments or fractions of Investments and we receive the proceeds, we will allocate the proceeds to your Investment Cash Account.

SECTION 6 : GENERAL TERMS ABOUT OUR RELATIONSHIP

1. Delegation by Nomo

1.1 We may appoint another person to perform all or part of the services provided through the Nomo App provided that we take all reasonable steps to ensure that the delegate is suitably competent and qualified to do so and this will not affect our liability to you for the services or activities we have delegated. We will not require your consent to delegate any part of our services but we will ensure that our delegation does not have a materially negative effect on you and will comply with applicable law and the FCA rules.

2. Referrals

2.1 Where appropriate, we may offer to refer you to third parties to provide certain additional services. We will not make any such referral without your agreement.

2.2 We may pay (or receive from third parties), fees in relation to referrals of business. In making or receiving any such referral and making or receiving such payments, we will act in accordance with the FCA Rules and all applicable laws.

2.3 In particular, in some markets Nomo may pay local representatives commissions/referral fees. These are included in your Nomo Fee – your Nomo Fee is the same whether or not Nomo pays some of them away to local representatives. This arrangement enables Nomo clients in these markets to use services which they might otherwise not be able to access. Nomo has a profit-sharing arrangement with Boubyan Bank in Kuwait in relation to clients introduced to Nomo by Boubyan Bank. This arrangement is not product-specific, so it’s not possible to identify how much the fee would be in relation to investment business.

3. Conflicts of Interest

3.1 We take the identification, prevention and management of conflicts of interest seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to, conflicts of interest which pose a material risk of damage to one or more of our customers. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to prevent and manage these conflicts. Further details are available on request.

4. If conflicts of interest arise

4.1 Our Conflicts of Interest Policy or a summary is provided within the Nomo App for your reference. It describes some of the actual or potential conflicts of interest which may arise and provides our policy about how these are managed. We will update our policy from time to time on the Nomo App and/ or on our website and you may request the latest policy summary from us at any time. If we have a conflict, then we will manage it to ensure that it does not affect the transactions in Investments we carry out for you.

If we consider that we cannot adequately manage a conflict, we will let you know and we may need to take action, which could include ending your use of the Nomo App.

5. **Contacting each other**

5.1 If you need to speak to us, or if we need to speak to you, in relation to any matters arising out of or in connection with these Nomo Investment Terms, we will do so via the messaging functionality, chat bot or other facility available to you in the Nomo App from time to time. We may also use the email address you provide to us when creating your Account to send you documents or other information.

5.2 We may record and monitor telephone conversations that we have with you. We will store recordings in accordance with applicable law, and/or for as long as we consider necessary to be able to provide the Nomo App to you. This will be for a minimum of 5 years and potentially longer if requested by the FCA.

6. **Electronic communication**

6.1 You confirm that you are happy to receive communications, reports, statements and other information from us, including our policies (such as our Order Handling Policy) electronically via email or via the Nomo App or where relevant, our website where it meets the necessary requirements on us to deliver information to you in a “durable medium”, altogether being forms of “Electronic Communication”.

7. **Our right to transfer**

7.1 Only you and we (and not any third parties) have any rights under the agreement between us under these Nomo Investment Terms. The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

7.2 We will only transfer any of your and our rights or obligations under these Nomo Investment Terms with you to a third party (including a company in our group) if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions or we need to do so to keep to any legal or regulatory requirement.

7.3 Unless it is impracticable to do so in the circumstances, we will give you 30 days written prior notice of the transfer.

8. **Communications**

8.1 Communications between us will be in English and in writing, which shall include by any means of Electronic Communication. These Nomo Investment Terms made be translated to other languages for reference only. In the event of any disagreement, these Nomo Investment Terms in English will take precedence.

8.2 We will use the contact details you have provided. Please tell us if your contact details change. If you do not tell us, the security of your information could be at risk, and you may not receive important correspondence from us including details of changes to these Nomo Investment Terms.

8.3 We shall not be liable for any delay in your receiving any communication once dispatched by us, except where the delay is caused by our wilful default, fraud or gross negligence.

8.4 All notices, requests and other communications under these Nomo Investment Terms shall be in writing and shall be deemed to have been received, in the case of:

(A) Electronic Communications, at the time of receipt, which means at the time the e-mail enters the receiving party's information processing system, provided that if deemed receipt occurs before 09:00 on a Business Day, the notice shall be deemed to have been received at 09:00 on that day, and if deemed receipt occurs after 17:00 on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 09:00 on the following Business Day;

(B) Any notice delivered by hand, on the date of delivery; or

(C) Any notice sent by first class mail within the UK, two (2) Business Days after the date of posting, or if sent from or to a place outside the UK, ten (10) Business Days after posting.

8.5 There are no guarantees that communication by Electronic Communication will be secure, virus free or successfully delivered. You acknowledge that you are fully aware of the risks associated with the use of Electronic Communication and that we will not be liable if, due to circumstances beyond our reasonable control, any Electronic Communication is intercepted, delayed, corrupted, misunderstood, not received, or received, read or modified by persons other than the intended addressee(s). However, where we reasonably think this has happened with an Electronic Communication sent from you, we may try to confirm the communication with you.

8.6 For security, legitimate business purposes, to maintain service standards and to make sure we comply with the regulatory requirements applicable to us, we may record or monitor Electronic Communications, and any use of our website. Copies of recordings with you will be available on request for a period of five years and, where requested by the FCA or any other competent authority, for a period of up to 7 or more years.

8.7 We may treat any instruction received by Electronic Communication as being fully authorised by, and binding on, you, irrespective of whether or not that instruction was in fact made in your knowledge or issued by you; and we are not obliged to ask you for proof of identity or confirmation of your instructions when we receive an Electronic Communication.

8.8 Should you contact us by Electronic Communication (whether by email or through the Nomo App), you accept all the associated risks in doing so. This includes, but is not limited to, the risk of delay, network overloads, transmission errors (including mutilated, illegible, duplicated, or incomplete instructions), and that messages/instructions may be intercepted, read or modified by a third party.

8.9 We will not be liable to you for accepting, relying, or acting on or in connection with, instructions received from you by Electronic Communication, except where we have been fraudulent or negligent in failing to take any action we take or do not take as a result of instructions you have sent to us by Electronic Communication. Nothing in this clause shall exclude any duty or liability we have to you under regulatory requirements.

9. **Third Party Rights**

A person who is not a party to the agreement between us under these Nomo Investment Terms will have no rights under the Contracts (Rights of Third Parties) Act 1999 in the UK or otherwise to enforce any of its terms.

10. **Termination and suspension**

10.1 You can stop your use of the Nomo App and end the agreement between us on these Nomo Investment Terms at any time and for any reason by providing us with notice, subject to the settlement of all outstanding transactions in Investments. Transactions already in progress will be completed in the normal course of business. We will close your Investment Account as soon as practicable after receiving your notice to terminate the agreement between us.

10.2 Prior to terminating our agreement and your Account you must submit Orders to sell all of your Portfolio and transfer any funds out of your Investment Cash Account.

10.3 We can close your Investment Account and Investment Cash Account by giving you 30 days' notice in writing by email or through any Nomo App secure message centre. We can also close your Investment Account and Investment Cash Account and end our agreement on these Nomo Investment Terms at any time, giving you notice to the extent reasonably practicable, if:

(A) you or we close your Nomo Current Account for any reason;

(B) we reasonably believe that providing you with the Nomo App exposes us to action or censure from any law enforcement, government or regulatory body, including the FCA; or

(C) there are exceptional circumstances, including without limitation if:

(1) We have good reason to consider you are behaving fraudulently or otherwise criminally;

(2) We have reasonable grounds to consider that you are seeking to use your Investment Account to manipulate or to induce others (whether alone or in concert with other persons) to manipulate the market relevant to the Investments you hold.

(3) You haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;

(4) If you've broken these terms and conditions (including breach of the representations and warranties you have given in these terms and conditions) in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;

(5) If we have good reason to believe that your use of the Nomo App is harmful to us or our software, systems or hardware;

(6) We have asked you to repay money you owe us and you have not done so within a reasonable period of time; or

(7) If you've been declared bankrupt.

10.4 If any of the grounds above arise then we may also decide to suspend your use of the Investment Account and/or Investment Cash Account for a period, but this will not prevent us from subsequently closing them.

10.5 We will not be responsible for losses resulting from us failing to meet our obligations under this agreement because of exceptional circumstances requiring us to terminate our agreement and close your Investment Account (or suspend it), because of a legal or regulatory requirement or because of unforeseeable events outside our control, which were unavoidable at the time.

10.6 You will need to reimburse us for any losses caused to us as a direct result of your negligence, fraud or wilful default or material breach of these Nomo Investment Terms.

10.7 If we end our agreement with you and your Investment Account then we will inform you in writing that we have done so immediately and will explain why, subject to any applicable law or regulation preventing us from doing so.

10.8 If you have broken the agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

10.9 If the agreement between us under these Nomo Investment Terms is terminated, for whatever reason and whether by you or us, such termination is without prejudice to the rights, duties and liabilities of a party accrued prior to termination. Any provisions in these Nomo Investment Terms which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10.10 If we are providing you with custody services, then following termination, you must tell us whether you want the Investments we are holding for you transferred to another custodian or sold. If you do not tell us, we will sell your Investments and pay the cash proceeds of sale into your Nomo Current Account.

11. **Dormant accounts**

11.1 We may mark an Investment Account as dormant if no Investments are held in it for 12 months. If your account remains dormant for two years, we’ll close it without telling you. Any cash in your Investment Cash Account will be returned to your Nomo Current Account or held in a suspense account if your Nomo Current Account is also closed.

12. **Changing these Nomo Investment Terms**

12.1 Nomo may change any of the provisions in these Nomo Investment Terms for any or all of the following reasons:

(A) To reflect a change in law, decision or recommendation of any court or ombudsman which impacts on the way in which we provide services or products under these Nomo Investment Terms;

(B) To conform with or reflect any regulatory requirements, such as recommendations of the Financial Conduct Authority or the Prudential Regulation Authority;

(C) To correct any minor error in the wording of these Nomo Investment Terms, make them easier to understand or update contact details provided in these terms;

(D) To cover the improvement or introduction of any new services or products, or removal of existing services;

(E) As a result of changes in the banking, investment or financial system, technology, or the systems we use to run our business;

(F) In the case of our fees and charges for the valid reasons set out in clause 13 of Section 5; or

(G) For any other valid reason we reasonably determine.

12.2 Where we do need to make changes to these Terms, we will take reasonable steps to provide you with reasonable notice, unless this is not possible due to regulatory requirements. We will tell you about any changes by emailing you using the email address which you have provided to us or by writing to you personally at the last address you have notified to us. If you do not tell us you object to a change during the notice period, you will be deemed to have accepted such change with effect from the end of the notice period.

12.3 If you object to any change, you must tell us in writing during the notice period. We will treat this as your request to terminate the relevant services you have in place with us. We will not charge you for this termination. Unless made with immediate or earlier effect further to a regulatory requirement, the changes will not apply to these Terms during the notice period.

12.4 There might be times when we do not tell you about a change to these Nomo Investment Terms but that is limited to when the change does not disadvantage you and it is reasonable not to provide you with advance notice. The current version of these Nomo Investment Terms will always be available on the Nomo Website.

12.5 Except as provided in these Nomo Investment Terms, no provision of the terms shall be deemed waived, altered, modified or amended unless we otherwise agree with you in writing.

12.6 Nomo's failure to insist on you strictly complying with these Nomo Investment Terms or any act or omission on our part will not amount to a waiver of our rights under these terms.

13. **<u>Death or incapacity of a Nomo Account holder</u>**

13.1 If you die, we will suspend your Investment Account as soon as we can and sell the Investments in your Portfolio (applying any applicable fees and charges) once we are notified about your death by a person with due authority and necessary evidence (such as a death certificate which should be translated into English if it is in another language). The value of the sale proceeds and any pre-existing cash in your Investment Cash Account may form part of your estate and, subject to our receiving appropriate confirmation from an appropriate representative responsible for the management of your estate, we may act on the instructions given to us by such representatives. The authority of your representatives will however be limited to instructing the withdrawal of funds from your Investment Cash Account to your Current Account.

13.2 This agreement between us on these Nomo Investment Terms shall continue in full force and effect after your death, until such time as your Investment Account and Investment Cash Account are closed and the agreement between us on these terms is terminated.

13.3 If you become incapacitated (through illness or injury), and you have validly appointed a person (such as an attorney (under a lasting power of attorney) or deputy (under a deputyship order)) to manage your affairs we can release funds to that person, and we may ask for evidence of this appointment. If no person is validly appointed to operate the account, then we may freeze your accounts until this has been done.

14. **Governing law and jurisdiction**

14.1 The laws of England and Wales apply to these Nomo Investment Terms. Any claim you make against us can be heard in the English courts.

14.2 We will not be liable to you for any action or inaction we take pursuant to applicable law and regulation.