

Introduction

The Platform is a investment management service provided by Moneysupermarket.com Investments Limited and is delivered through the MoneySuperMarket app and website.

The terms and conditions for using either the [website](#) or the mobile application can be found [here](#). Moneysupermarket.com Investments Limited is the entity in the Moneysupermarket Group that provides the regulated investment services available through the Platform and is an appointed representative of P1 Investment Services Limited, registered in England and Wales under company number 09810560 whose registered office is at Clyst House Manor Drive, Clyst St. Mary, Exeter, Devon, United Kingdom, EX5 1GB and who is authorised and regulated by the Financial Conduct Authority, FCA Number 752005 .

The Platform allows you to invest and manage your money across a range of Assets and Investment Accounts (such as an ISA or General Investment Account) held via your Platform Account. This is all brought together in one place to make viewing your financial position and making investment transactions easier.

We have appointed Seccl Custody Limited to provide the Platform technology and Seccl also undertakes the execution and Settlement of investment trades for you. We have also arranged for Seccl as Custodian to hold your Cash and Assets safely, subject to the terms set out in Schedule 1 (Custody Terms). Seccl is authorised and regulated by the FCA with firm registration number 793200.

We otherwise remain responsible for compliance with regulatory requirements regarding the provision and operation of the Platform and the supervision of your Platform Account, such as approving the opening of Platform Accounts, money laundering/identity checks and managing your ongoing use of the Platform.

Important Information

The Platform Terms & Conditions include important information you need to know before you use the Moneysupermarket 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 legally binding framework under which our relationship with you will operate.

Terms that apply generally to both our Platform and the Investment Accounts available through it are provided in Section A. Additional terms that apply to specific Investment Accounts are provided in Sections B and C.

Please note that these Platform Terms & Conditions will form the basis of a legally binding agreement between you, Seccl and Moneysupermarket.com Investments Limited, 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 Moneysupermarket.com Investments Limited Charges schedule as varied from time to time.

Please also note that Schedule 1 creates direct contractual rights and obligations between you and Seccl in relation to how your Cash and Assets are held by Seccl as Custodian.

If you wish to invest through a Stock & Shares ISA, Section B creates direct contractual rights and obligations between you and Seccl as provider of those Investment Accounts.

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 Moneysupermarket.com Investments Key Features, and our policies. For further information on our policies please refer to our other important terms Section A, Clause 28. These documents are all available on our website via our About our Services document which can be found here:

<https://www.moneysupermarket.com/investments/super-save-club/about-our-services>

You should keep them in a safe place for future reference. These Platform Terms & Conditions and any subsequent versions will be available to view on the Platform. We may, at our discretion, vary these Platform Terms & Conditions and our charges in accordance with Section A, 22 'Changes to these Platform Terms & Conditions'.

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

Contacting us

You can also contact our customer services team securely through the Chat function on the App.

SECTION A - APPLICABLE TO ALL PLATFORM ACCOUNTS

Agreement: means the legal agreement between us in relation to your Platform Account including the Platform Terms & Conditions.

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 2000, substantive legislation made under acts, the ISA Regulations, any rules and regulations of any regulatory body (including, without limitation, the FCA rules) and/or the Data Protection Legislation.

Assets: means investments (other than Cash) held within your Platform Account such as units or shares in Funds, 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.

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 Platform Account or Investment Account. This includes the Platform Charge, and dealing charges.

Client: means an individual with an Investment Account on the Platform.

Custodian: means Seccl Custody Limited, a firm authorised and regulated by the FCA under reference number 793200 which provides custody services to you.

Custody Terms: means the agreement between you and Seccl in relation to how your Cash and Assets are held by Seccl as Custodian at Schedule 1 to these Platform Terms & Conditions.

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

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.

FSCS: means the Financial Services Compensation Scheme; the compensation fund of last resort for Clients of authorised financial services firms. If a firm is unable, or is unlikely to be able, 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 FCA authorised investment fund available on the Platform.

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 (for example 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), held on the Platform.

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.

Model Portfolio: means a defined collection of Assets and Cash set up 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.

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 Moneysupermarket or 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.

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

Platform: means the Platform, which we operate subject to these Platform Terms & Conditions to allow you to access a range of Assets via one or more Investment Accounts.

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

Platform Charge: means the charges payable by you in relation to the Platform, as detailed in the Moneysupermarket.com Investments Limited Charges Schedule available on our website <https://www.moneysupermarket.com/investments/super-save-club/platform-charges-document/>

Platform Provider: means Moneysupermarket.com Investments Limited of Mony Group House, St. David's Park, Ewloe, Deeside, United Kingdom, CH5 3UZ, registered company number 16837268 , which is an appointed representative of P1who is authorised and regulated by the Financial Conduct Authority, FCA Number 752005 .

Platform Terms & Conditions: means these terms & conditions including all sections and schedules.

Portfolio: means either a Model Portfolio.

Retail Client: means a client who is not a professional client or eligible counterparty as defined in FCA Rules.

Seccl Custody Limited (Seccl): means the UK company with company number 10430958. Seccl Custody Limited is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 793200.

Settlement, Settle: means the process by which Assets 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.

US Person: means any individual 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 time used by Fund managers or providers of Exchange-Traded Assets to price units or shares in their Assets 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 Moneysupermarket.com Investments Limited acting as the Platform Provider.

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.

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. 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.
- 1.4. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be interpreted as illustrative and shall not limit the meaning of the words, description, definition, phrase or term used before those terms.

2. Opening a Platform Account

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

Who can open a Platform Account?

We will only provide the Platform to a Client that meets the requirements in Section A clause 2.4. ISAs have other eligibility requirements. Further details can be found in Section B.

- 2.3. If you cease to meet any of the criteria in Section A clause 2.4 as applicable, 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.

Criteria for Individuals

- 2.4. We will only provide the Platform to individuals who are:
- 2.4.1. aged 18 or over;
 - 2.4.2. are a UK citizen and resident for tax purposes; and
 - 2.4.3. are not a US Person (If you become a US Person we will have to close your Portfolio and all of your Accounts and you will be responsible for any fee or levy payable or loss directly incurred by us or the Custodian as a result).
- 2.5. If you meet these criteria, you can apply to open an individual Investment Account..

Responsibilities

- 2.6. Under this Agreement you will be a Client of:
- 2.6.1. us in respect of the Platform;
 - 2.6.2. Seccl for the execution and Settlement of investment orders under the relevant provisions of clauses 9-13 of this Section A;
 - 2.6.3. Seccl for custody and related services carried on under the Custody Terms at Schedule 1;
 - 2.6.4. Seccl in respect of the ISA, JISA under the provisions of Section B respectively;
- 2.7. Our Responsibilities
- 2.8. We (and in respect of execution and Settlement, Seccl) will operate the Platform and your Platform Account in accordance with these Platform Terms & Conditions and Applicable Law. We may also ask you to enter into additional terms and conditions relating to the Investment Accounts available through the Platform.
- 2.9. We and Seccl will treat you as a Retail Client. Retail Clients benefit from the highest degree of protection available under FCA Rules.

- 2.10. 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 you invest. 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. Further details can be found on our website: <https://www.moneysupermarket.com/investments/super-save-club/about-our-services>

Your Responsibilities

- 2.11. You will comply with these Platform Terms & Conditions.
- 2.12. 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.
- 2.13. You will keep your Platform Account up to date with any changes to your personal details, for example a change of address.

3. Cash payments

- 3.1. All Cash payments must be made in sterling.
- 3.2. Lump sum payments must be paid into your Investment Account electronically.
- 3.3. You can make a payment into your Investment Account electronically by BACS. All payments must be made from a UK bank account in your name. These bank details should match those held on your Client record on the platform.
- 3.4. Payments should also quote your Investment Account reference number to which you wish the payment to be applied (e.g.ABC1234").If we are unable to identify the Investment Account a payment should be paid into, the payment will be returned within 10 Business Days. No interest will be paid on any payments returned. We will not be liable to you for any loss you may suffer arising from this.

4. Transfers between Platform Accounts and Investment Accounts

- 4.1. You authorise us to accept Cash transfer requests. This includes:
- 4.1.1. transfers between Investment Accounts within your Platform Account, and
 - 4.1.2. transfers from your Platform Account to another Platform Account belonging to another individual, for example, a family member.

5. Asset transfers

- 5.1. You may be able to transfer 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.

6. Ownership and Custody of Cash and Assets on the Platform

- 6.1. We do not provide custody services for you but have arranged for the Custodian, Seccl Custody Limited, to do so. You therefore have a direct relationship with the Custodian for the custody of your investments, governed by the Custody Terms in Schedule 1.
- 6.2. It is important that you read the Custody Terms as they are legally binding on you and create direct contractual rights and obligations between the Custodian and you by applying for a Platform Account, you consent to the appointment of Seccl and the Custody Terms.

7. Interest on Cash

- 7.1. Cash held in your Platform Account may be placed with a number of banks, in interest bearing accounts. You may therefore receive interest on any Cash held in your Platform Account at the prevailing rate from time to time offered by such deposit takers. Please refer to Schedule 1 for further details.

8. Cash Balance

- 8.1. 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.
- 8.2. We will not accept any liability where a sale under clause 8.1 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.
- 8.3. Where we are required to sell Assets to restore your Available Cash Balance, we will:
 - 8.3.1. sell enough Assets to restore the Available Cash Balance. If there are restrictions imposed on the number of shares/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;
 - 8.3.2. sell sufficient Assets from the largest available daily traded Asset holding, which may include Assets which have been restricted. Where insufficient daily

traded Assets are held, we will sell from the next largest available Asset holding and so on;

8.3.3. sell the entire holding if we would be required to sell more than 95% of a holding;

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

9. Buying and Selling Assets via the Platform

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

9.1.1. Funds;

9.1.2. Exchange-Traded Assets.

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

9.3. There are risks associated with investing which depend on the Assets you choose. For more detailed information please refer to the [Moneysupermarket.com](https://www.moneysupermarket.com) Investments Key Features document as well as the relevant documentation for your chosen Assets, such as a Key Investor Information Document.

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

9.5. We do not carry out execution, clearing or Settlement of transactions to buy or sell Assets on the Platform, but have arranged for Seccl Custody Limited (Seccl) to provide these services to you. You therefore have a direct relationship with Seccl for execution, clearing and Settlement, governed by the relevant terms of these Platform Terms & Conditions (including in sections 13 and 14 below). It is important that you read sections 13 and 14 carefully as they are legally binding on you and create direct contractual rights and obligations between us and you and between Seccl and you. By applying for a Platform Account, you consent to the appointment of Seccl and the relevant terms of these Platform Terms & Conditions (including in section 13 and 14 below).

10. Instructing us to buy or sell Assets

10.1. Order instructions to buy or sell Assets must be provided online via the Platform. Once we have received your order instructions, we will transmit them to Seccl.

- 10.2. Orders placed through the Platform may be sent automatically to an execution venue without being considered by any member of our or Seccl's staff.
- 10.3. Instructions to us to buy and sell Assets on your behalf will be transacted directly by Seccl with the third party concerned (such as a Fund manager), in accordance with Seccl's Order Execution Policy at Schedule 2. By applying for a Platform Account you consent to Seccl's Order Execution Policy, which is designed to ensure that Seccl obtains the best possible result for you in accordance with Applicable Law.
- 10.4. Seccl will exercise all reasonable professional care in the execution of deals and selection of brokers, banks and other third parties whom Seccl may from time to time instruct and neither we nor Seccl shall incur any liability whatsoever to you for any loss or diminution in the value of Assets as a result of their actions unless we fail to do so. If we or Seccl make an error, we will correct your Investment Account accordingly. We will ensure that our action to correct the matter will be fair to you.
- 10.5. As explained in Seccl's Order Execution Policy, you authorise Seccl to execute transactions on your behalf outside of an UK regulated market (such as a stock exchange or multilateral trading facility) where appropriate.
- 10.6. Some orders may be aggregated and a bulk deal placed. Seccl's 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, Seccl will pay any such roundings to a registered charity annually.
- 10.7. We or Seccl may cancel a transaction without notice where it is believed there is a valid reason, including where we or Seccl are requested to do so by a third party involved in executing a transaction such as an exchange (like the London Stock Exchange) or a counterparty. Neither we nor Seccl will be liable for any loss you incur as a result of such circumstances.
- 10.8. We and Seccl 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.
- 10.9. Certain Assets may have a minimum trade value. Consequently, a trade placed for less than this amount will be rejected, and we will inform you by email.

- 10.10. 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.
- 10.11. You can instruct us and Seccl to 'raise a trade' based on the end of day price of the asset of the preceding business day, up to a maximum of 80% of the asset value. At the point that the trade executes, if you have insufficient units/shares to raise the requested amount, based on the current day's price, the trade will not be executed. In this scenario you will be required to re-request the trade based on the new prices. We will only require the trade to be re-requested if, the difference in the price at the point of execution is greater than 20% from when the trade was instructed.
- 10.12. We reserve the right to remove the 'raise a trade' feature or change the maximum price variance at which a trade needs to be re-requested/re-booked.
- 10.13. You are not permitted to trade to take advantage of "market timing". This covers 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. Seccl 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.
- 10.14. Where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation we and Seccl reserve the right to defer Settlement. We may also ask you for additional documentation if required by us or third parties under UK anti-money laundering legislation and guidance.
- 10.15. For Exchange-Traded Assets, Seccl can only deliver Assets or the proceeds of a sale to your Investment Account when Seccl has 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 Seccl receives sale proceeds.
- 10.16. For Funds, Seccl delivers Assets or the proceeds of a sale to your Investment Account when the trade Settles.
- 10.17. 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, Seccl 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.

10.18. Seccl will place any order in good faith and will assume you have understood that money placed in Assets outside the UK regulatory regime may not provide the same protection as UK Assets.

10.19. Seccl has discretion to apply Cash to an Investment Account on a day other than a Business Day. After you have made your investment, Seccl may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty).

11. Buying and Selling Funds via the Platform

11.1. Once cleared Cash is available in your Investment Account, Seccl will try 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.

11.2. Some Funds available on the Platform are dual priced. The price Seccl trades at for these Funds may be different to the price listed at a particular point in time on the Platform. It is for you to research the pricing of any Funds you select.

11.3. Fund managers may automatically correct pricing errors and not inform Seccl 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.

11.4. 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.

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

11.6. For more information on specific terms relating to Fund trading and pricing or contact our customer support team.

12. Buying and selling Exchange-Traded Assets via the Platform

12.1. Settlement of Exchange-Traded Asset transactions will be undertaken via CREST. CREST is the computer-based system which enables Assets to be held and transferred in un- certified form and which is operated by Euroclear. 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.

12.2. Some Exchange-Traded Assets may only be traded to a 'lot size' specified by the issuer.

12.3. 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.

12.4. 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 (for example monthly). These prices should therefore only be used as an indicative price.

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

12.6. Seccl will not:

12.6.1. deal in suspended Exchange-Traded Assets;

12.6.2. accept short positions; or

12.6.3. undertake stock lending.

13. Model Portfolios

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

13.2. Depending on the investments held within a Model Portfolio, and the timing of confirmation receipts across those investments, there is the possibility that you may not receive the same execution price for purchases of further investments within the same Model Portfolio. Please refer to the Order Execution Policy for further details of Seccl's approach to the handling, aggregation and allocation of Client orders.

- 13.3. 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.

14. Withdrawals and transfers from your Platform Account

- 14.1. 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 (for example, dividend income) is due to you.
- 14.2. Subject to the Applicable Law and the applicable terms and conditions for the Investment Account you wish to make withdrawals from:
- 14.2.1. you can make one-off withdrawals;
- 14.2.2. if there is insufficient cleared Cash in your Investment Account prior to the date that a payment is due to be made, an auto sell-down can be instructed to cover the withdrawal amount; and
- 14.2.3. you can choose how you want Income to be paid to you. Income can be paid to you from your GIA and/or ISA. You may be able to transfer out the cash value of your existing Assets with us or the existing Assets themselves to another provider.
- 14.3. The ability to re-register Assets will depend on the receiving provider offering the exact same assets and share classes in the receiving investment account(s). We reserve the right to recover from your Platform Account any re-registration costs that we incur in the re-registration process, for example, where we have been charged by the new provider.
- 14.4. Transfer requests may be initiated by giving instructions to us through 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.

15. Corporate Actions and reports

- 15.1. 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 such as rights issues,

stock splits, mergers and name changes). 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.

15.2. Subject to Applicable Law and the provisions of these Platform Terms & Conditions, 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 elective actions with the default option.

15.3. Where a Corporate Action does not require election, we will inform you of the details within 10 Business Days after the effective date of the Corporate Action.

15.4. All Corporate Action communications will be notified electronically to you.

15.5. If a Corporate Action results in a change to an Asset or creates Assets that cannot be held on the Platform, we reserve the right to return the Asset to you if the terms of the Investment Account allow this. We may also request that you sell or switch out of the Asset before the election deadline.

15.6. Certain Corporate Actions (such as consolidations) may result in fractional allocations of shares and/or Cash distributions. For example, if the terms of a consolidation were 1 share for every 10 held, this could result in a fractional entitlement. Fractional entitlements will be sold where possible, and the Cash proceeds distributed to Clients as appropriate.

15.7. We will not forward company reports relating to your Assets. We are also unable to pass on to you any shareholder perks relating to Assets held by you.

15.8. We will not contact you regarding shareholders' or unit holders' meetings or to vote.

16. Dividends and other Distributions from Assets

16.1. We will collect Income generated by your Assets and pay it to your Investment Account within 10 Business Days of us receiving both the cash and a valid tax voucher.

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

16.3. As required by Applicable Law, we will report any Income received from your Assets to HMRC.

17. Charges

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

- 17.1.1.the value of your Investment Account(s);
- 17.1.2.the Investment Account(s) in which you invest; and
- 17.1.3.the Assets in which you invest.

For details of the latest Charges applying specifically to your Platform Account – otherwise please speak to our customer support team.

- 17.2. Our charges are set out in the Moneysupermarket Investments Charges schedule available on our website (Here: <https://www.moneysupermarket.com/investments/super-save-club/platform-charges-document/>) and form part of our Agreement with you. 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 20- 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.
- 17.3. We apply our charges on the value of the total Assets and Cash held in your Platform Account, including any Assets suspended from trading.

18. Other Charges

- 18.1. Other charges may include Asset Charges and transaction charges. Please speak to our customer support team for further information.

Charges - Funds

- 18.2. A Fund manager may apply a bid/offer spread or initial charge, an exit charge on leaving the Fund and other fees. An annual management charge is also 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. These Charges are usually deducted directly out of the Assets within the relevant Fund.
- 18.3. 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. A dilution levy is designed to offset any potential effect on the value of the Fund and is most likely to apply if the size of an individual transaction represents a significant proportion of the relevant Fund. Under these conditions, we will contact you to explain any such further Charges being applied.

- 18.4. 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.
- 18.5. For further details of Charges applied by Fund managers, please refer to their literature or speak to our customer support team.

Charges - Exchange-Traded Assets

- 18.6. 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 at <https://www.moneysupermarket.com/investments/super-save-club/platform-charges-document/>

How Charges are taken

- 18.7. Where the Available Cash Balance within a specific Investment Account is insufficient to cover the Charges, an auto sell-down will be instructed from the largest holding in the Investment Account.
- 18.8. All 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. Please take the time to understand all charges and fees for which you may be liable or speak to our customer support team.

19. Taxation

- 19.1. You will be wholly responsible for your tax liabilities. Levels of taxation and tax relief are subject to change and depend on your individual circumstances.
- 19.2. 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.
- 19.3. Except where explicitly stated, all Platform Charges are deemed inclusive of any taxes that may apply.
- 19.4. 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 aim 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.
- 19.5. Should you hold overseas Assets, it remains your responsibility to ensure that you understand the tax position for your chosen 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.

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

20. Changes to these Platform Terms & Conditions

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

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

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

20.1.3.to allow for the introduction of new or improved systems, methods of operation, services, or facilities;

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

20.1.5.to reflect changes in market conditions;

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

20.1.7.for any other valid reason.

20.2. Where we or Seccl 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. This is unless the reason for the change (for example, one of the reasons under clause 20.1) requires us to implement a change of this kind sooner. Otherwise we will give you written notice within 30 days of making the change.

20.3. The most up-to date versions of these Platform Terms & Conditions and the Moneysupermarket Investments Charges schedule is available on our website at: <https://www.moneysupermarket.com/investments/super-save-club/about-our-services>

20.4. If you are not satisfied with a change, you will be entitled to terminate your Platform Account under Clause 21 of these Platform Terms & Conditions and there is no charge for doing so. However, please note you may still have to pay applicable fees and Charges as outlined in the Moneysupermarket Investments Charges schedule.

20.5. 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.

- 20.6. 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.

21. Ending this Agreement

Changing your mind

- 21.1. Depending on the Investment Account chosen, you can cancel your Platform Account up to 30 days after you receive confirmation that it has been opened (your "Cooling off Period"). We will confirm the Cooling off Period that applies to each of your Investment Accounts.
- 21.2. 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 if you cancel. 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 be returned to you. On receipt of written instructions to cancel, we will arrange to sell any Assets purchased. We will not return any monies to you until such transactions have cleared.
- 21.3. If you have not asked us to invest your Cash in Assets during your Cooling off Period and you decide to cancel your Investment Account, you will receive back the original amount.
- 21.4. If you do not cancel within the Cooling Off Period, your Platform Account will continue in accordance with these Platform Terms & Conditions.

Closing your Platform Account

- 21.5. You may close your Platform Account and end this Agreement at any time outside your Cooling off Period by using the chat function in the App or by withdrawing or transferring Assets elsewhere.
- 21.6. 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 our Agreement with you by giving you at least 30 days' notice.
- 21.7. Closure is subject to the settlement of any outstanding investment orders, 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.
- 21.8. 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.

- 21.9. Should any payments (such as 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.

In the event of your death - Individuals

- 21.10. In the event of your death, we will deal with your GIA as instructed by your personal representatives once we have received 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.
- 21.11. Once we have received a death certificate, we will allow your representative to access your Platform Account, buy, switch, redirect or sell Assets, take withdrawals, or make any payments to your Platform Account. We will only accept instructions from your personal representatives.
- 21.12. Moneysupermarket.com Investments Limited Platform Charges will continue to accrue until all Assets or Cash have been paid to your beneficiaries.

Dormant Platform Accounts

- 21.13. We will contact you via your last known email address informing you that we may close your Platform Account. If we do not hear from you after taking reasonable steps to further contact you in accordance with Applicable Law, we will arrange for your Assets to be sold and for the Custodian to gift the proceeds to a registered charity.
- 21.14. We may begin the process of closing your Platform Account, if:
- 21.14.1. 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
 - 21.14.2. 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).
- 21.15. Additionally, having taken the steps in clause 21.13, in instances where there is a Cash balance, we will close your Platform Account and the Custodian will gift the Cash balance to a registered charity. This means that the Custodian will cease to treat your Cash as client money, and you will lose the protection of your Cash being held in the Custodian's client account. This is a bank account owned and managed

by the Custodian in accordance with the FCA's client money rules (CASS) for the benefit of Clients via a range of regulated banks.

- 21.16. 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, the Custodian will, once we have checked your identity, pay what is due to you.

22. Communication

Usage of our Platform

- 22.1. 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.
- 22.2. 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 failure, inefficiency, or unsuitability of your equipment and/or your internet or other telecommunication services which are outside of our control.
- 22.3. Where the Platform is unavailable due to circumstances outside of our control, we do not accept any liability for any loss or damage arising out of or in connection with service disruption.
- 22.4. 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.
- 22.5. You agree not to use the Platform for any illegal or improper purpose, for example, the transmission of defamatory or obscene material. You shall fully compensate us for any loss we suffer as a result of you using the Platform in this way.
- 22.6. 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

- 22.7. All information passed between the Platform and Clients is encrypted using a secure internet standard.
- 22.8. You will not disclose any username, password, or other security items we give you to uniquely identify you on the Platform (your “Security Details”) to any other person.
- 22.9. You instruct us to accept as genuine and to authorise any instruction placed using your Security Details unless you advise us that they have been compromised.

Your communications to us

- 22.10. You agree to monitor and manage your Platform Account and report to us immediately any errors you believe exist. These could include instructions not executed, incorrect trades, transfers, valuations, or deductions from your Platform Account. We may not be liable for the cost of errors identified.
- 22.11. You will be able to view your Platform Account online via the App. This will contain all your documents and statements.
- 22.12. You will inform us as soon as possible if there are any material changes to your circumstances, for example, your contact details or your Nominated Bank Account.
- 22.13. Our communications to you
- 22.14. We will communicate with you via email.
- 22.15. Notices and other communications to you, including any changes to these Platform Terms & Conditions, will be sent to you via email as operationally necessary. Notices and communications will be sent to all Platform Account holders through email.

Statements, valuations, and contract notes

- 22.16. You can check the latest valuation of your Investment Account by logging into the Platform. We will also provide a Valuation Statement every three months.
- 22.17. Any suspended Assets will be valued at the last known price available.
- 22.18. You should check your Valuation Statement. In the event of any queries or concerns you should contact our customer support team.
- 22.19. We reserve the right to correct any erroneous records relating to your Platform Account without first giving notice to you.

22.20. Where applicable, we will provide you with a consolidated tax voucher each year. We will aim to do this within 90 days of the previous tax year end. This may assist you with completing your tax return but please do seek independent financial advice specific to your individual circumstances.

22.21. In addition to tax vouchers and statements we will also provide contract notes for each transaction executed for each Investment Account. Contracts notes are the evidence that you have bought or sold an Asset including the Assets traded, the price received and the date on which the transaction was executed. They will be available online within the Platform.

23. Policies

Data Protection

23.1. In the course of providing services to you under these Platform Terms & Conditions, we will receive personal data from and about you. We 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.

23.2. 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.

Conflicts of Interest

23.3. 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 the Policy itself for more information, which is available on request.

Complaints Policy

23.4. In the event of a complaint, you can write to the Complaints Manager, MONY Group House, St David's Park, Ewloe, Flintshire, CH5 3UZ, or by email to complaints@moneysupermarket.com. Our full Complaints Policy is available from our website at [How to Make a Complaint with MoneySuperMarket](#). A hard copy is also available on request.

23.5. 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' (such as 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.

Anti-Bribery and Corruption

- 23.6. We maintain an Anti-Bribery and Corruption Policy which covers all aspects of our business.

24. Liability

- 24.1. You agree to accept full responsibility for all instructions placed by you. 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.
- 24.2. 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 on your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.
- 24.3. We will not be liable to you or anyone else for any event which is outside our reasonable control (and which does not relate to or arise by reason of our fraud, wilful default, or negligence). Examples of these events are 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. However, these events exclude any failure to perform their obligations by any of our sub-contractors and/or agents (except to the extent the sub-contractor or agent suffers an event which is outside their reasonable control). These events also exclude any strike or industrial action of our employees and/or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which we operate. Seccl's liability to you and your liability to us and Seccl will be limited in the same way.
- 24.4. You will be responsible to us, Seccl and the Nominee for any liability or loss which we, Seccl or the 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. However you will not be responsible to the

extent the liability or loss arises from any negligence, wilful default, or fraud on the part of ourselves, Seccl or our Nominee. Nothing in these Platform Terms & Conditions limits our or Seccl's liability under the FCA Rules.

24.5. We will only accept instructions to buy and sell Assets through the Platform.

24.6. Nothing included in the Platform constitutes an offer or solicitation to buy or 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.

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

25. Compensation

25.1. We are covered by the FSCS in respect of the Platform services we provide to you under these Platform Terms & Conditions. If you make a valid claim against us and we are unable to meet our liabilities in full, you may be entitled to compensation from the FSCS, of up to £85,000. Seccl is also covered by the FSCS in respect of the services it provides to you (including execution, custody and, where applicable, as the provider of one or more of your Investment Accounts). You may be entitled to compensation from the FSCS of up to £85,000 where you have a valid claim against Seccl, and Seccl is unable to meet its liabilities in full.

25.2. Your Cash and Assets are always held separately from our or the Custodian's 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. The insolvency practitioner may deduct fees before returning your remaining balance.

25.3. If a provider of any Asset fails financially, as long as the one selected is covered by the FSCS, 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.

25.4. The banks that our Custodian uses acknowledge your money is held as client money which is protected in the event of the insolvency of Moneysupermarket.com Investments Limited or the Custodian.

25.5. In the event of the insolvency of one of the banks the Custodian uses, any client money the Custodian holds for you is protected under the FSCS up to a maximum of £120,000 for each client, 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. The Custodian's current banking partner is Lloyds Bank plc. The Custodian will inform you if this changes.

25.6. The compensation limit of £120,000 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 £120,000. 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).

26. Other important terms

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

26.2. You may only transfer your rights or your obligations under these Platform Terms & Conditions to another person if we agree to this in writing.

26.3. 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 breaching 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.

26.4. This Agreement is governed by English and Welsh law and if you are a Retail Client living in England or Wales you, we and Seccl can bring legal proceedings in respect of this Agreement in the English and Welsh courts. If you live in Scotland or Northern Ireland, you can bring legal proceedings in respect of this Agreement in either the English and Welsh courts or in the courts of your country of residence.

SECTION B – TERMS APPLICABLE TO AN ISA (“ISA TERMS”)

These ISA Terms apply to the Moneysupermarket Stocks & Shares ISA that you have with the Platform Provider and are supplementary to any terms you have with them.

The terms in this section are subject to the ISA Regulations, which apply to ISAs generally including your ISA. In the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will apply.

Where terms are stated to apply to ISAs generally, they will apply to your ISA unless otherwise specified.

In the event of any conflict between these ISA Terms and any other terms in this document, the ISA Terms will apply.

Seccl is the ISA Manager. Seccl is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl is authorised and regulated by the FCA, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. Application and Commencement

- 1.1 When you open an ISA, you will be required to complete a declaration to confirm that you are eligible to open the ISA in that tax year. By making this declaration, you are applying for an ISA in the tax year you first subscribe and each future tax year until you cancel or transfer.
- 1.2 Your Moneysupermarket ISA will not start until your first subscription or transfer amount is received by us.

2. Your ISA

- 2.1 Your Moneysupermarket ISA is a Stocks and Shares ISA (the “ISA”).

3. About Your ISA Manager

- 3.1 Seccl is approved by HM Revenue & Customs for these purposes.
- 3.2 Seccl will manage your ISA in line with the ISA Regulations.

- 3.3 Seccl does not provide any investment advice to you in relation to the investments you wish to hold in your Moneysupermarket ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours.

4. Eligibility

4.1 In order to open and maintain a Stocks and Shares ISA, you must satisfy the requirements set out in the ISA Regulations. You must be:

A) 18 years or over; and

B) are a UK citizen and resident in the UK for tax purposes or a UK Crown Servant or married to or in a civil partnership with a UK Crown Servant, or a dependant of a UK Crown Servant.

5. Subscriptions

- 5.1 The maximum annual subscription into an ISA is governed by the ISA Regulations. You are responsible for ensuring that the ISA subscription limit is not exceeded for every tax year subscriptions are paid.

- 5.2 Once the ISA subscription limit for a tax year has been reached (taking into account all permitted ISA types that you may hold) and subject to paragraph 5.3 below, you may not make any further subscriptions into your ISA or any other ISA in the same tax year.

- 5.3 As your Stocks and Shares ISA is a flexible ISA, you may replace (in whole or part) a previous withdrawal from your ISA with a replacement subscription to that ISA in the same tax year without affecting your current year's ISA allowance.

- 5.4 If you open an ISA in the UK and then go to work and/or live abroad, you cannot continue adding money into the ISA (unless you are a Crown employee working overseas or the spouse or civil partner of a Crown employee working overseas). If you subsequently return to the UK and are UK resident for tax purposes, you will be able to apply to subscribe to an ISA in the tax year following your return.

6. ISA Investments

- 6.1 You may hold investments in your Moneysupermarket ISA that are permitted under the ISA Regulations. We will provide full details of your investment options when you apply for the ISA. If any investment in your Moneysupermarket ISA is or becomes ineligible under the ISA Regulations, you must sell it or transfer it out. Seccl has the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of Seccl notifying you.

- 6.2 Seccl will register the investments held in your Moneysupermarket ISA in the name of one of its nominee companies.
- 6.3 In relation to the Stocks and Shares ISA, you must be, and remain as, the beneficial owner of the Assets and Cash held within your ISA. The Assets held in your ISA must not be used as security for a loan.
- 6.4 We will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued in relation to your investments where required. Neither we nor Seccl will exercise any voting rights attaching to your investments. If you ask, we may request from the relevant company that you attend investors' meetings, vote, and receive any other information issued.

7. Normal Tax Treatment of ISA Assets

- 7.1 No tax is payable on any income received and any gain arising on investments in your ISA.
- 7.2 Seccl will make reclaims, conduct appeals, and agree liabilities for and relief from tax in respect of your ISA on your behalf. You authorise Seccl to provide HMRC with all applicable details of your ISA.
- 7.3 You may be required to pay tax on any income or gains on investments in your ISA if it becomes void or in need of repair. This might be the case if your ISA has not been operated in accordance with the ISA Regulations, for example, if it contains non-qualifying investments or you have over subscribed to your ISAs.
- 7.4 Any tax benefits of your Stocks and Shares ISA can continue until the earlier of:
 - 7.5 the completion of the administration of your estate;
 - 7.6 the closure of the account; or
 - 7.7 the 3rd anniversary of your death.

8. Withdrawals

- 8.1 If you wish to withdraw or cash in some or all of your ISA, you can request electronically through the Platform. Seccl will process the withdrawal in a timely manner.

9. Transfers

- 9.1 Transfers into your ISA from another existing ISA will not be possible.

- 9.2 You may ask Seccl to transfer all of your Moneysupermarket ISA to a different authorised ISA manager, subject to the ISA Regulations. The transfer will depend on the other manager agreeing to the transfer.

UK Residency

- 9.3 You agree to inform Seccl as soon as reasonably practical that you have either ceased to be resident in the UK or a Crown employee serving overseas, or have ceased to be married to, or in a civil partnership, with such a person. In such cases, you are required to cease subscriptions into your ISA except in specific circumstances permitted by HMRC.
- 9.4 We accept no liability for any tax charges or penalties arising from changes in your residency.

10. Cancelling Your ISA

- 10.1 You can cancel your Moneysupermarket ISA by contacting us within 30 days of opening the account. You can choose to withdraw the value of any investments you've made or transfer to another provider. We will not be liable for any losses or costs following the sale of your investments.

11. Ending Your ISA

- 11.1 You may end your Moneysupermarket ISA at any time by requesting closure of the account. In that case, Seccl will sell the investments in your Moneysupermarket ISA and transfer the proceeds to you.
- 11.2 Seccl may terminate its services as your ISA manager by giving you 30 days' written notice.
- 11.3 In the event of termination:-
- 11.3.1 Seccl is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulation, these ISA Terms or this Agreement; and
 - 11.3.2 these ISA Terms will continue to apply to your ISA until all transactions or transfers have been effected and relevant payments made.

12. Bankruptcy

- 12.1 If we are notified that you have been declared bankrupt under the Insolvency Act, HMRC requires Seccl to close your Moneysupermarket ISA. The closure will take effect from the date on which a trustee is appointed.

12.2 Any interest or tax credits received after the appointment date will be returned to HMRC. All Assets and Cash in the ISA will be held, pending further instructions from the trustee in bankruptcy or Official Receiver.

13. A Void ISA

- 13.1 Seccl will manage your Moneysupermarket ISA in accordance with the ISA Regulations. We will notify you and must inform HMRC if, for any reason, your ISA has or will become void for tax purposes because the provisions of the ISA Regulations have not been met, or you have not complied with these ISA Terms. If your Moneysupermarket ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.
- 13.2 When we receive your instructions, all Assets and Cash held in your Moneysupermarket ISA and any proceeds arising from them will be transferred or paid to you within 30 calendar days of the request being received. We will not be liable for any losses or costs following the sale of your Assets.
- 13.3 For more information on the reasons an ISA might become void please seek independent financial advice.

14. Death

- 14.1 If you die(s), Seccl will deal with your ISA as instructed by your personal representatives. They must first prove to us that they have authority to give these instructions.
- 14.2 Your personal representatives can instruct us to sell the Assets within the ISA and for us to pay the proceeds to the personal representatives in cash, or to transfer the Assets to them.

15. Delegation

- 15.1 Subject to the ISA Regulations, Seccl may delegate any of its functions under these ISA Terms to another organisation which Seccl, exercising due skill, care, and diligence, has determined as being competent to exercise such functions.
- 15.2 Where Seccl decides to delegate its functions, you consent to Seccl providing that organisation with such information about you and your ISA as that organisation may reasonably require for the purposes of exercising the delegated functions.

16. Your Personal Information

- 16.1 Both we and Seccl are the data controllers for the personal information you give to us and Seccl. We will not pass your personal information to anyone, other than as

detailed in our Privacy Policies (which can be found at <https://www.moneysupermarket.com/legal/privacy-policy/> and www.seccl.tech.) By accepting these Terms & Conditions, you agree and consent to us and Seccl obtaining, using, and storing your personal information as set out in our Privacy Policy.

17. Intellectual Property

- 17.1 All copyright, trademarks and other intellectual property in the materials and information on the Seccl website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Platform Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

18. Complaints

- 18.1 If you have a complaint about any element of the ISA, please contact MoneySuperMarket at complaints@moneysupermarket.com.
- 18.2 Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint.
- 18.3 Seccl will endeavour to resolve any complaint as soon as possible.
- 18.4 If a final response has not been issued within four weeks of receipt of your complaint, Seccl will write to you providing a holding response that will indicate when they will make further contact. This further contact will be within eight weeks of receipt of the complaint.
- 18.5 By the end of the eight weeks, Seccl must send you either a final response or a response which explains that they are still investigating the complaint, giving reasons for the delay and likely timescales. Seccl will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

19. Ending These ISA Terms

- 19.1 You agree to Seccl transferring all or any of our rights and obligations under these ISA Terms to any one or more appropriate Seccl company or any third parties which are appropriately regulated and authorised under Applicable Law. If Seccl does so, Seccl will give you at least 90 days' advance written notice of the transfer. In each case, Seccl will cease to have any responsibilities to you or your Moneysupermarket ISA from the time that the change takes effect. The new ISA manager will take on Seccl's obligations to provide the services under these ISA Terms in Seccl's place. Seccl will not transfer its rights and obligations unless it is satisfied that you will not be in a worse position or receive a poorer service.

Schedule 1 SECCL Custody Terms

1. BACKGROUND

- 1.1. Moneysupermarket.com Investments Limited has arranged for Seccl Custody Limited ("Seccl") as the Custodian to provide the custody services described in this schedule (the "Custody Terms") to you. Seccl 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.
- 1.2. Seccl is registered in England, registration number 10430958. To contact Seccl, you can write to 20 Manvers Street, Bath, BA1 1JW.
- 1.3. Terms not defined in these Custody Terms have the meaning set out in the Platform Terms & Conditions or the FCA Rules.

2. SYSTEM OPERATION - APPLYING AND TRANSACTING

- 2.1. Seccl is authorised to ensure that the custody of your Cash and Assets are kept safe in accordance with Applicable Law.
- 2.2. Any deposits or withdrawals of Cash or instructions to buy, sell or transfer Assets, through the Platform, will be recorded and managed in accordance with the FCA Rules. Seccl will ensure any investment instructions arranged by the Platform Provider are completed in accordance with the Platform Terms & Conditions.
- 2.3. All Cash will be held with an approved bank in a designated client money statutory trust account. The account is held separately from any monies held by either Seccl or the Platform Provider.
- 2.4. Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of Seccl. This arrangement safeguards and segregates your Assets from those of Seccl. Seccl accepts the same level of responsibility under the FCA Rules to you for the Nominee.
- 2.5. Your Cash and Assets will be held in a pooled arrangement. This means that Seccl will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for Seccl to administer your investments on a pooled basis.
- 2.6. Where Assets are held in an "omnibus account", the legal title to these Assets will be in the name of the Nominee together with Assets held for other Clients. This means that Assets held for you will not be separately identifiable within the Nominee's account, only in Seccl's books and records. 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 against a specific amount in a specific account. In the event that any bank with which Seccl has deposited the client money was to fail, you may not receive your full entitlement and may share in the shortfall with other Clients in proportion to your original share. This could include any fees deducted by insolvency practitioners.
- 2.8. Seccl will have instances where it needs to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise Seccl to do this.
- 2.9. Seccl will use reasonable care and due diligence to perform its duties as Custodian.
- 2.10. Where Seccl receives income from your Assets, for example through dividend payments or fund distributions, Seccl will reconcile and credit these to your Investment Account(s). All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.
- 2.11. As “Corporate Action” events arise (i.e. something that will bring about a change in the investments you hold such as rights issues, stock splits, mergers and name changes), Seccl will inform the Platform Provider who will take action as set out in Section A of the Platform Terms & Conditions.
- 2.12. Seccl will facilitate the transfer of Cash and Assets in accordance with your instructions and the Platform Terms & Conditions.

3. **CASH PROCESSES**

- 3.1. Any Cash deposits or income will be credited to the relevant Investment Account once identified and reconciled by Seccl.
- 3.2. Seccl will pay any and all interest net of any amounts retained by the Platform Provider according to the Platform Terms & Conditions. Interest is accrued daily and paid monthly in the month immediately following that for which it was accrued. Interest is calculated on cleared Cash balances. Interest which accrues on client money accounts will not be treated as client money until it is applied each month.
- 3.3. Where interest cannot be distributed due to rounding differences, the unallocated interest will be paid to a registered charity chosen by Seccl.
- 3.4. Seccl may use a combination of instant access, notice and unbreakable term deposit accounts to diversify the way it holds client money, where notice periods or unbreakable terms may be up to 95 days in accordance with the FCA Rules. In

extraordinary circumstances, there may be a delay in receiving any withdrawals.

4. SETTLEMENT

- 4.1. Settlement of Assets will be in line with market best practice, see Schedule 2: Order Execution Policy.
- 4.2. For Model Portfolio and switch orders, Seccl will place a buy order after the sell instruction is confirmed by the Fund manager or the market. Seccl may delay the purchase of ETI orders if the intended Settlement date on the sale of a Fund is a day or more beyond that of the ETI order.

5. LIENS

- 5.1. Seccl reserves the right to enforce the right of liens (a right for us to hold on to Assets in our possession pending payment of a debt you owe) over the Assets in specific circumstances and where agreed with the Platform Provider.

6. COMMUNICATIONS

- 6.1. All communication with you will be in English by email..
- 6.2. Seccl will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the Platform Provider of any errors or omissions in respect of the accuracy of these documents.
- 6.3. Ad hoc statement requests are available to download from the Platform.

7. COMPLAINTS

- 7.1. Seccl has its own complaints policy. If you want to complain, please contact the Platform Provider first. If the complaint relates to services provided by Seccl, Seccl will provide the Platform Provider with all necessary information to resolve the complaint. The Platform Provider may ask Seccl to take control or assist with the complaint if necessary.
- 7.2. If you would rather contact Seccl directly, please contact Seccl by email at support@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
- 7.3. 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.

8. REMUNERATION

- 8.1. The Platform Provider pays Seccl for custody services. In some cases, this may be paid directly from your Platform Account depending on your Agreement with the Platform Provider.

9. CONFLICTS OF INTEREST

- 9.1. Seccl maintain a Conflicts of Interest Policy independent of the Platform Provider. It is available by contacting the Platform Provider.

10. FORCE MAJEURE EVENT

- 10.1. To the extent permissible under Applicable Law, neither you nor Seccl shall be responsible for any loss or damage suffered by the other by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or Seccl from fulfilling obligations under these Custody Terms. If such loss, damage or failure is, or may occur, due to such an event, each party will use reasonable endeavours to minimise the effects and will notify the other.

11. DATA PROTECTION

- 11.1. In acting as your Custodian, Seccl will have access to the data you provide when you apply to the Platform. In the agreement between the Platform Provider and Seccl 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.
- 11.2. Seccl will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.
- 11.3. Seccl will retain your data and relevant communications for a period of seven (7) years from the date you close your Platform Account in line with FCA rules.

12. USE OF THIRD PARTIES

- 12.1. To provide custody services Seccl will use the services of third party service providers.
- 12.2. 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.

- 12.3. Where services are provided by a third party, Seccl will use reasonable care and due diligence in selecting them and monitoring their performance. Except in relation to the services of the Nominee under clause 2.4, Seccl 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. If the third party defaults or becomes insolvent, Seccl will attempt to recover any losses you have suffered. However, if the third party 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 Cash or Assets. This may include circumstances where it is not possible under the relevant national law and the arrangements for the registration of legal title to the Assets to identify the Client Assets from the assets of the third party firm. In this situation, you will not necessarily be entitled to compensation from Seccl, and you may seek recompense from the FSCS.

13. ACCOUNT CLOSURE

- 13.1. Where your Platform Account has been closed, Seccl may pay away residual balances below £10 remaining on your Platform Account to a registered charity chosen by Seccl in line with FCA rules.

14. TERMINATION

- 14.1. Seccl may terminate the Custody Terms at any time by giving the Platform Provider thirty (30) days' written notice (subject to Applicable Law).
- 14.2. Seccl may also terminate the Custody Terms with immediate effect by written notice if required to do so by Applicable Law or on instructions from the Platform Provider.
- 14.3. In this event, the Platform Provider will instruct Seccl where to transfer your Assets and Cash. If the Platform Provider does not do so promptly, or if it no longer represents you, then Seccl will ask you and you will give the relevant instruction. Seccl will transfer your Assets and Cash in accordance with the relevant instruction or otherwise directly to you. The Custody Terms will continue to apply until the transfer is complete.

15. SEVERABILITY

- 15.1. If any part of the Custody Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

16. NOTICES OF CHANGE/VARIATIONS

- 16.1. 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 which is available from the

Platform Provider.

17. GOVERNING LAW

- 17.1. The Custody Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.2. You agree that the courts of England and Wales 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 their subject matter or formation.

18. LIABILITY

- 18.1. Seccl will use all reasonable skill, care and diligence in acting as your Custodian. Seccl will be liable to you for any direct loss that is the result of negligence or failure by Seccl to account for Cash or Assets in Investment Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the Platform Provider.
- 18.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability Seccl may have for death or personal injury or any duty or liability it may have to you under the FCA Rules or regulatory system.
- 18.3. Seccl 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 Investment Account(s);
 - 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;
 - from any tax liabilities or charges that are incurred in relation to your Investment Account(s) and/ or the Assets held within it; or
 - from any instruction sent by you that is not received by us, unless we do not receive it due to a fault or omission on our part.

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

Schedule 2 Order Execution Policy

1. Introduction

TheMoneysupermarket.com Investments Limited Platform has appointed Seccl Custody Limited (“**Seccl**”) to provide custody services. The Order Execution Policy is aimed at providing a general understanding of the typical dealing arrangements provided by Seccl when using the Platform.

Any reference in this Order Execution Policy “we”, “us” and “our” are references to Seccl.

These arrangements may vary for different categories of investment types and are described below. In addition to the Platform Terms & Conditions of the service you consent to this policy, and it will apply each time we receive and place a client order for execution.

This document outlines our Order Execution Policy (the “**Policy**”), which details our obligation to take all sufficient steps to obtain, on a consistent basis, the best possible result (“**Best Execution**”) when transmitting client orders for execution.

2. Transmission

Exchange traded orders

We place all Exchange–Traded Asset orders with Winterflood Business Services (“**WBS**”) for execution. In selecting WBS as our third party broker for execution, we have considered a number of factors, including (but not limited) to:

- the size and type of the transaction/order and the broker’s capabilities with respect to the relevant type of order, including its ability to execute the order in an appropriate timeframe;
- the competitiveness of applicable fees and commissions, which may be based on the size of the order or the price of the financial instrument;
- the broker’s reputation and responsiveness to requests for trade data and other financial information;
- the broker’s system capabilities of routing orders to execution venues where good liquidity is likely to be present;
- statistics and other information by independent consultants on the relative quality of execution services/financial services delivered by the broker;

- past performance in terms of the general value and quality of services provided by the broker;
- consistency of execution services provided.

We have satisfied ourselves that WBS has arrangements in place that enable us to meet Best Execution.

The execution factors applied by WBS when executing any orders that we place with them are set out in Section 3 of this policy. The current execution venues used by WBS are detailed in Section 10 of this policy.

Funds

For Funds, client orders will generally be routed to the appropriate Fund manager for execution at the next available Valuation Point for that particular Fund. Clients' orders may be aggregated as described in Section 6.

3. Best Execution Factors Applied by WBS

When executing orders, unless otherwise specifically instructed, WBS will use price as the primary measure for achieving Best Execution. The following execution factors will be considered, and how these may be considered as part of the decision-making process in the context of the details below (listed in order of priority for a typical trade). Their importance will vary depending on the characteristics of the client order.

Price

Price will be determined with reference to the execution venues to which WBS connects and on which the security is traded. WBS use automatic execution technology which will source the best price from a range of retail service providers and market makers. Where an electronic price is not available the order will be dealt manually by WBS's dealing team.

Cost

For orders where brokerage or exchange fees are applicable, WBS will not seek to pass these on to you. For international orders, certain costs (such as foreign exchange 'FX') may be passed through to you within the price spread, but WBS deem this to still result in the best overall outcome and hence total consideration for you. Any relevant commission rates will have been agreed with the client in advance.

Likelihood of Execution and Settlement

Likelihood of execution is very high due to the relationships WBS has forged with its market maker and broker counterparties. Likelihood of Settlement is difficult to assess pre-trade, but WBS monitors the Settlement performance of each counterparty so there is a historical track record to base this decision on.

Size

The size of the trade in relation to the liquidity of the stock may have significant influence on the best execution process and is directly correlated to the market impact (implicit costs).

Nature

Consideration will be given to the liquidity of the stock on the order book at the relevant time. Execution may be heavily influenced by the level of on or off order book trading patterns in the stock. These factors plus the size of the order will determine the appropriate execution method. This may include the working of an order into the market place using an appropriate benchmark or immediate execution on an outright bid/offer price, for example.

Speed

The importance of speed of transactions will vary. For example, to reduce the implicit costs associated with market impact, an order might be worked over a day or more. Different order types and specific instructions may also have a bearing on the speed of execution.

Other Relevant Considerations

Careful consideration shall be given not just to each element in isolation, but also to any compromise or interaction between these factors. For example, size against market impact or speed against price, any of which might also be influenced by a client's specific instruction.

4. Order Types

At present, we offer one exchange traded order type:

At Best Order – Deal immediately at the best available price for that size of order based on the execution venues available, without the client viewing the price in advance.

5. Specific Instruction

Where you give us a specific instruction as to the execution of an order, we will execute the order in accordance with those specific instructions and you should be aware that doing so

may prevent us from applying this policy to achieve Best Execution. Where your specific instructions relate to only part of the order, we will continue to apply our policy to those aspects of the order not covered by those instructions.

6. Aggregation and Priority

For Funds, orders may be aggregated with the orders of other Clients and bulked prior to executing with the Fund manager. For exchange-traded orders, WBS may combine orders with orders for the account of other clients, or for its own account (including in relation to fractional orders). The aggregation of orders may operate on some occasions to a client's (or its customers') advantage and on some occasions to a client's (or its customers') disadvantage in relation to a particular order. The decision to aggregate will be taken in WBS's sole discretion and where orders have been aggregated, they will be allocated to clients on a pro-rata basis in accordance with WBS's order allocation policy.

Depending on price and the consideration received, the disaggregation of bulked proceeds may result in penny rounding differences which cannot be allocated at individual client level.

7. Charges, Dilution Levy or Exit Charges

For Fund orders, fund managers may levy an initial charge on purchase orders and there is a risk that Fund managers apply a "dilution levy" to the order. This normally happens where there are sizeable buy or sell orders in the market. This is an extra charge placed on the transaction and will be applied proportionately to an order placed. Should this occur, it will be clearly detailed on the order confirmation that we will provide to you.

8. Venues

For exchange-traded orders, WBS may use one or more of the execution venues listed in Section 10 to enable it to obtain the best possible outcome on a consistent basis when executing orders. WBS will regularly assess the execution venues available to ensure the best outcome. The non-exhaustive list of factors which influence their decisions include:

- Cost of Execution
- Level of liquidity available on a consistent basis – market share
- General quality of pricing available
- Cost, speed and reliability of connectivity; and
- Means and costs of clearing and Settlement

9. Monitoring

We will monitor the effectiveness of our policy to ensure that it consistently achieves the best possible result for our clients and to identify whether more favourable results could consistently be achieved by transmitting orders to other brokers or on alternative execution venues. We will review our execution arrangements and this policy at least annually, or whenever a material change occurs that affects our ability to obtain the best possible result for our clients.

Where we identify any deficiencies, we will take appropriate measures and effect suitable changes to our execution arrangements and/or this policy to address such deficiencies. We will notify you of any material changes to our execution arrangements where they are relevant to you and any changes to this policy. Any such changes will come into effect the next time that we receive a client order for execution.

If you wish to discuss the above or have any further questions, please contact us.

10. Order Venues and RSPs

WBS currently use the following execution venues:

- London Stock Exchange (LSE); including the Alternative Investment Market (AIM).

WBS currently use the following Retail Service Providers (Market Makers/Brokers):

- Canaccord
- Flow Traders B.V
- Investec Bank
- Jane Street Financial Limited
- Jeffries International Limited
- N+1 Singer
- Numis Securities
- Panmure Gordon Limited
- Peel Hunt
- Philip Securities
- Shore Capital

- Stifel Nicolaus Europe Limited
- Susquehanna
- Virtu Financial
- UBS Switzerland AG and
- Winterflood Securities