PRODUCT TERMS AND CONDITIONS

DATE

July 2026

PREPARED BY

Russell Hornsby-Clifton

Product and service terms

1.1. We offer products and services upon such conditions and subject to terms and charges as we publish from time to time. Without prejudice to your right to agree charges with your Clients for advice and services that you provide, you shall not have power or authority to vary the terms or conditions of any of our products or services or to commit us to making any such variations or in any way to imply that any variations can be made without our written consent.

1.2. Unless otherwise specified in the policies or other documents or agreements governing the relevant products or services, all charges made by us are collected by deduction from investments held by us on behalf of the Client, deriving from the premiums or contributions paid in respect of the Client, or transfers made in respect of the Client either in cash or in specie, for those contracts or services.

1.3. We are authorised by the Client, pursuant to the terms and conditions agreed between us and the Client, to facilitate payments from the Client's account. This authority extends to:

1.3.1. facilitating payments from the Client to us in respect of charges, fees, and other amounts due in connection with the products and services provided to the Client;

1.3.2. facilitating payments from the Client to you in respect of advice charges, service fees, or other agreed remuneration that the Client has authorised to be paid to you; and

1.3.3. processing such payments by deduction from the Client's investments or account held with us, in accordance with the instructions provided by the Client under the client terms and conditions and any standing authority granted by the Client in that regard.

1.4. For the avoidance of doubt, our facilitation of payments to you pursuant to clause 8.3.2 does not constitute us acting as your agent, does not impose any liability on us in respect of the underlying advice or services provided by you to the Client, and is conditional upon the Client's authority remaining valid and in force at the time of the relevant payment.

1.5. We will use reasonable endeavours to make the Platform available to you at all times during our published service hours, save for planned maintenance, of which we will give you reasonable prior notice where practicable, and for unplanned outages. We will publish and maintain a schedule of service levels, service hours and planned maintenance windows, and will give you not less than 28 days' written notice of any material adverse change to it.

1.6. We will publish and maintain dealing cut-off times for each type of instruction and each type of investment. An instruction received after the applicable cut-off time, or on a day which is not a business day, will be treated as received on the next business day. We will give you reasonable notice of any change to a cut-off time.

1.7. Where an error occurs in the execution, settlement, allocation or recording of an Investment Transaction, the party responsible shall notify the other promptly on becoming aware of it. We will correct any error for which we are responsible, and will put the affected Client's account into the position it would have been in had the error not occurred, so far as reasonably practicable. You shall provide such information and assistance as we reasonably require to investigate and correct any error.

1.8. We maintain, test and review business continuity and disaster recovery arrangements appropriate to the DMA Services, and will notify you as soon as reasonably practicable of any event which materially affects, or is likely materially to affect, our ability to provide the DMA Services. You shall maintain equivalent arrangements in respect of your own obligations under this Agreement.

1.9. Each party shall permit the FCA, any other Regulatory Authority and each party's auditors to have access to its premises, systems, records and personnel to the extent necessary in connection with this Agreement, and shall provide such information and assistance as they reasonably require. Each party shall co-operate with any Regulatory Authority in relation to the DMA Services. Nothing in this Agreement limits any right of access which a Regulatory Authority has under Applicable Law and Regulatory Requirements.

1.10. On termination of this Agreement, and for such period afterwards as we reasonably require, each party shall provide the other with such co-operation, information and assistance as is reasonably necessary to transfer Client accounts, assets and data in an orderly manner and without avoidable disruption to Clients. Each party shall bear its own costs of an orderly exit, save that where termination arises from a party's material breach that party shall bear the reasonable costs of the other. Nothing in this clause requires either party to act inconsistently with Applicable Law and Regulatory Requirements or with its obligations to a Client.