Terms and Conditions

Chip Investment Platform

Chip Financial Wealth Ltd is authorised and regulated by the Financial Conduct Authority, under firm reference number 1005114.

Investment Platform Terms

Version 3.3

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Introduction

These Terms and Conditions are split into two sections. Section A of these Terms and Conditions applies to all Accounts including the General Investment Account, and Stocks & Shares ISA. Section B applies where you have subscribed to a Stocks & Shares ISA.

By opening an Account with us you consent to our Order Execution Policy and, where applicable, authorise us to execute transactions on your behalf.

You also authorise us to appoint the Custodian and consent to the Custody Terms as detailed in Schedule 1.

Nothing on the Chip Investment Platform should be regarded as investment advice so if you have any doubts about the suitability of an investment for you, you should obtain advice from a Financial Adviser. Decisions to invest are therefore your responsibility. In particular, we encourage you to review Clauses 5.4 and 5.5 of Section A before you invest with the Chip Investment Platform and you should ensure you understand the risks which are explained in the Key Features Documents for your chosen Accounts.

Section A – Applicable to all accounts

1.0 Meaning of words and expressions

- '**Account**' means a General Investment Account, or Stocks & Shares ISA opened through the Chip Investment Platform on the Chip App.
- '**Arrangement**' has a specific meaning under the Finance Act 2004. In summary, it refers to each arrangement you make with us for assets and cash to be held under the Scheme in order to provide you with pension and related benefits.
- '**Asset**' means a permitted investment type detailed at Clause 6.1 of Section A of these Terms and Conditions and cash.
- '**Business Day**' means a day when the Exchange where Assets are traded is open for dealing. (excluding Saturdays, Sundays, public and bank holidays in England and where applicable non trading days in the U.S).
- '**Cash ISA**' means a type of ISA that is a tax efficient wrapper for holding cash deposits and some national savings and investments products. We do not offer this type of ISA.
- '**Chip App**' means the Application accessed on a mobile device or tablet for the operation of the Chip Investment Platform.
- '**Chip Investment Platform**' means the services we provide under these Terms and Conditions. 'Fees Schedule' means the document setting out the charges which apply to your Account.
- '**Conflicts of Interest Policy**' means the document setting out how we will deal with any conflicts of interest that may arise through our relationship with you. This document can be found at Schedule 2 of these Terms and Conditions.
- '**Corporate Action**' means an event, such as a dividend issue, that brings material change to the securities of a company and which may require authorisation from the registered shareholder.
- '**Custodian**' means Seccl Custody Limited, a firm authorised and regulated by the Financial Conduct Authority 'FCA' in the UK who have been appointed by Chip Financial Wealth Ltd to provide custody and administration services. Seccl Custody Limited's FCA registration number is 793200. Seccl Custody Limited is registered in England, no 10430958, registered office 20 Manvers St, Bath, BA1 1JW.
- '**Daily Dealing Cut Off Time**" means 2 hours before the investment houses' cut-off time, which may vary depending upon the fund selected. For ETI orders, it means by 2.30 p.m. each Business Day.
- '**ETI**' means an Exchange Trade Instrument which is an Asset that is traded on a recognised trading exchange. This includes, Equities (including Investment Trusts), Exchange Traded Funds, and Corporate Bonds.
- '**FCA**' means the Financial Conduct Authority or any successor authority.

- '**FCA Rules**' means the rules of the FCA.
- '**FSMA**' means the Financial Services and Markets Act 2000.
- '**General Terms**' means the terms and conditions in Section A of this document.
- '**HMRC Rules**' means the rules of HM Revenue and Customs.
- '**In Specie Transfer**' means a transfer of Assets in their current form as opposed to selling the Assets and transferring the net proceeds from the sale.
- '**General Investment Account**' means a taxable account which holds Assets and cash. 'ISA' means an Individual Savings Account (ISA) managed under the ISA Regulations. 'ISA Manager' means Seccl Custody Limited registered with HMRC as an ISA Manager. 'ISA Regulations' means the Individual Savings Account Regulations 1998, as amended.
- '**Key Features Document**' means a document providing a summary of the key features of your Investment Account or Stocks & Shares ISA.
- '**Key Investor Information Document**' means a document containing key information on any asset.
- '**Nominated Bank Account**' means a bank or building society account of which you are the named account holder and which you specify to us in the application process or subsequently. This is the account to which we will transfer any monies to you from your Account.
- '**Order Execution Policy**' means the document that sets out the approach we will take when executing investment instructions in order to establish the best possible result for you. This document can be found at Schedule 2 of these Terms and Conditions.
- '**Portfolio**' means the collection of investments held in your Account consisting of Assets.
- '**Privacy Notice**' means the privacy notice that is available on our website www.getchip.uk, as amended from time to time.
- '**Qualifying Investment**' means an asset that qualifies for investment in an ISA under the ISA Regulations.
- '**Security Details**' means the Account number, user ID, password (or other security items as implemented from time to time) issued to you by us in order to allow you to log in to your Account or to communicate with us regarding your Account.
- '**Specific Terms**' means the terms and conditions in Sections B of this document.
- '**Stocks & Shares ISA**' means an ISA established and managed by Seccl Custody Limited on our behalf under the Individual Savings Account Regulations with the HMRC ISA Manager reference Z2000.
- '**Terms and Conditions**' means this document.
- '**US Person**' means any individual or non-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.
- '**We**', '**us**', '**our**' or '**ours**' mean Chip Financial Wealth Ltd.
- '**You**', '**your**' or '**yours**' mean any person entering the agreement with us to apply for the Chip Investment Platform .

2.0 Interpretation

2.1 References to Clauses and Schedules are references to clauses and schedules to these Terms and Conditions.

2.2 Headings are included for ease of reference only and shall not affect the interpretation of these Terms and Conditions.

2.3 The singular shall include the plural and vice versa and references to any gender shall include references to other genders.

2.4 Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of these Terms and Conditions) and any order, regulation, instrument, bye-law or other subordinate legislation made under it.

3.0 Information about us

3.1 The Chip Investment Platform is provided by Chip Financial Wealth Ltd.

3.2 Chip Financial Wealth Ltd is authorised and regulated by the Financial Conduct Authority under firm reference number 1005114. Chip Financial Wealth Ltd is registered in England No. 15161994, registered office, Sixth Floor, Fora Montacute Yards, 186 Shoreditch High Street, London, E1 6HU.

4.0 Our relationship

4.1 Our legal relationship with you is governed by the following documents which are available on the Chip website (www.getchip.uk), and together set out the basis on which we provide the Chip Investment Platform:

- these Chip Investment Platform Terms and Conditions;
- Investment Account Key Features Document;
- Stocks & Shares ISA Key Features Document;
- Fees Schedule;
- The Chip Investment Platforms' Order Execution Policy (see Schedule 2 below);
- Conflicts of Interest Policy; and
- Our Privacy Notice

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

4.2 These Terms and Conditions will become effective once you have completed your application for an Account for the Chip Investment Platform. We reserve the right to reject your application without providing any reason.

4.3 If you change your mind about the Chip Investment Platform, you have the right to cancel your Account within 30 days of our confirmation of acceptance of your application ('Cancellation Period').

4.4 If you wish to cancel your Investment Account or Stocks & Shares ISA during the Cancellation Period, any Assets that you have purchased will be sold at market value and the sale proceeds will be returned to you less any fees or dealing costs. Please read the Specific Terms in Section B for more information about the Stocks & Shares ISA.

5.0 The Chip Investment Platform

5.1 The service we offer under these Terms and Conditions is our in app.

5.2 We can only provide the Chip Investment Platform to you if you are:

- aged 18 or over;
- resident in the United Kingdom, and

- not a US Person.

5.3 If at any point you do not satisfy the above criteria you must notify us immediately of this. We reserve the right to close your Account at any point if you no longer satisfy these criteria.

5.4 This is an execution only (or non-advised) online service where we buy or sell investments on your behalf in accordance with your instructions. It is important that you understand that we are not required by the FCA Rules to ensure that a transaction or an Account is suitable for your financial needs. In applying for an Account you accept and acknowledge the risks involved in any transaction that you make using the Chip Investment Platform . We are not responsible for assessing whether the Chip Investment Platform, Accounts or any of the transactions or Assets are suitable for you.

5.5 We do not provide or offer any financial, legal or tax advice. You should seek your own financial, legal or tax advice from a Financial Adviser or other suitably qualified professional.

5.6 We are required under UK law to collect certain information about your tax residency. We may be obliged to share this and other 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.

5.7 We will categorise you as a retail client for the purpose of the FCA Rules. Retail clients benefit from the highest degree of protection under the FCA Rules but this is subject to Clauses 5.4 and 5.5. In particular, you will not benefit from the protection of FCA Rules on assessing suitability as we do not make any such assessment in connection with the Chip Investment Platform.

5.8 You can invest in one or more of the following types of Accounts available on the Chip Investment Platform from time to time:

General Investment Account ('GIA'): You can invest money in permitted Assets (please see Clause 6.1 in this Section) . This Account is not subject to any tax relief under HMRC Rules.

Stock & Shares ISA: This is our Stocks & Shares ISA. Specific Terms apply to this Account and these are set out in Section B.

6.0 Assets in the Chip Investment Platform

6.1 The following types of Assets may be available to you from time to time in the Chip Investment Platform:

- Open Ended Investment Companies (OEICs);
- unit trusts;
- investment trusts;
- equities;
- UCITS compliant overseas Open Ended Investment Companies (OEICs) and SICAVs; and
- Exchange Traded Funds (ETFs).

6.2 We may add or remove Assets from the Chip Investment Platform at our sole discretion in the future.

6.3 You can find information about the Assets you can invest in, such as Key Investor Information Documents, within the Chip Investment Platform App. Where applicable you should read any Key Investor Information Document in respect of your Assets.

6.4 No representation is made by us that the information we provide in relation to any asset is complete. You should therefore carry out your own research before investing in an asset when using the Chip Investment Platform. Please note that we cannot accept any liability or responsibility for any third party information, opinion, or advice and you acknowledge that you will be solely responsible for the consequences if you choose to rely on such information, opinion, advice or material.

6.5 We have a limited due diligence policy with respect to Assets admitted to the Chip Investment Platform funds list. The fact that an asset is available within the Chip Investment Platform does not imply that the asset is suitable for your needs. It is your responsibility to ensure that the asset is suitable for your needs and that you meet any asset managers' eligibility criteria.

6.6 All investments involve a degree of risk. The value of investments and the income from them may go down; past performance is not an indicator of future performance and therefore you may get back less than the amount you invested.

6.7 Any information that we provide or prepare is for the benefit of all our customers and is in no way tailored to take into account your individual financial needs. You must not treat this information as a personal recommendation or investment advice. We are not liable for any loss you may suffer from your use of this information.

6.8 In some circumstances, where you ask us to execute an investment that is defined by the FCA as a 'complex product', we may be required to ask you for further information before we can proceed with that transaction to determine whether you have the necessary experience and knowledge in order to understand the risks involved in relation to the product or service requested.

6.9 Some information on the Chip Investment Platform is provided by third parties and we are not liable for any inaccuracy, errors or omissions in the information they provide.

7.0 Making a payment into your Investment Account

7.1 You can only make a cash deposit into your Account when you instruct Chip to buy an Asset on your behalf or to deposit funds into uninvested cash. The deposit must be made electronically through the Chip App.

7.2 When you make a deposit instruction Chip will charge your payment card linked to the Chip app. Three working days later this money will land in Chip where the cash is pooled with other Chip deposits. Once a day we send a pooled batch payment to the Seccl custody account. Seccl will then execute orders as per the Best Execution Policy in Schedule 2 or deposit funds into uninvested cash.

7.4 Payments must be made in sterling and can be made as a lump sum, regular contribution or as a transfer.

Selling Assets and Withdrawing money from your Account

7.5 Withdrawals can be paid into your Nominated Bank Account and will only be paid on a Business Day, or be paid into your uninvested cash balance.

7.6 To withdraw from the Chip Investment Platform you will instruct us to sell Assets into cash to either your uninvested cash or for us to automatically withdraw the cash to your nominated bank account. You accept that the price is not known at the time we receive or accept any instruction to buy or sell an asset as per clause 10.

Security

7.8 Instructions to deal, subject to Clause 8.9, may only be given through the Chip Investment Platform . We will not accept your instructions to deal by telephone, mail, fax or any form of communication via the internet other than through the Chip App You are responsible for maintaining the security of your account and the secrecy of your Chip password. If you know or suspect that anyone else knows or has obtained your password and/or has accessed your account, you must immediately notify us at **hello@getchip.uk** and change your password.

7.9 If you intentionally or negligently share your Chip credentials or enable a third party to use your Chip account, whether fraudulently or not, you are liable for any losses incurred in respect of an unauthorised transaction.

7.10 You are responsible for ensuring that the device you use to access the Chip Investment Platform is secure and safe to use. We cannot accept any responsibility for any loss caused to your mobile device when you use the Chip Investment Platform.

7.11 You must have an active Chip account to use this product. You may need to be a member of a certain pricing tier within the Chip App to access different Assets or products in the Chip Investment Platform . See the Fees Schedule.

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

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

7.14 We reserve the right to amend, suspend or withdraw your access at any time if we have reason to believe that you have acted in contravention of any part of this Clause 7.

8.0 Instructing us to buy or sell Assets

8.1 Your deposits into the Chip app must have successfully reached the Seccl Custody account for a buy trade to be made on your behalf. Once cleared cash is available we will place the order as instructed by you. All instructions will be actioned by us as your agent on an execution-only basis.

8.2 If you are in doubt as to whether you have been able to successfully place an order on the Chip Investment Platform , e.g. because the Chip Investment Platform has failed part way through or your connection to the Chip Investment Platform has failed, you must contact Chip in order to check whether we have received your first instruction. Where we receive multiple identical instructions, we will process all orders and you will be liable for these orders.

8.3 You agree to accept full responsibility for all instructions placed using the Chip Investment Platform. We will not be liable for any loss caused to you by placing an order in accordance with your instruction.

8.4 Once you have confirmed an investment instruction on the Chip Investment Platform you will not be able to cancel or amend the instruction. In order to reverse any trade, you must enter a subsequent instruction to buy or sell as appropriate in the Chip Investment Platform. In such circumstances, you may not get back the original value of your investment.

8.5 We may refuse to act on any instructions:

- which are unclear;
- where we doubt their authenticity;
- where we believe or suspect they may place us in breach of any legislation or law; or
- where we believe or suspect they relate to fraud, market abuse or any other criminal act.

8.6 If we are unable to act on your instruction we will notify you.

8.7 We do not deal in suspended Assets or options, accept short positions or undertake stock lending.

8.8 For relevant investments where we receive instructions to deal outside the opening hours of the London Stock Exchange or other relevant exchange, we will deal with such instructions as soon as practicable when the market is open. This is usually on the following Business Day.

8.9 We may, at our absolute discretion, delay execution of an investment instruction where there is any material issue with the instruction. We notify you if this is the case.

8.10 You accept that the price is not known at the time we receive or accept any instruction to buy or sell an asset.

8.11 Accepting an instruction to deal does not impose any obligation upon us to ensure the execution of that instruction within a particular time. Subject to any manifest errors, the terms of the transaction will be detailed on the contract note available within the Chip Investment Platform.

8.12 When you instruct us to buy or sell Assets on your behalf, you authorise us to:

- deal for you on such markets and exchanges and with or through any counterparties as we, acting on your behalf, reasonably think fit;
- take, or omit to take, such steps (including refusing to accept an instruction) as we reasonably believe are necessary to comply with the constitutions, bylaws, rules, regulations, customs, usages, rulings, interpretations and proper market practice of any such market or exchange and any applicable laws; and
- otherwise act as we reasonably consider to be appropriate in accordance with these Terms and Conditions.

8.14 The prices displayed within your Account for your asset will usually reflect the latest available daily and end-of-day price respectively as provided by our price vendor, but some funds price at different frequencies, including monthly. For dealing purposes, these prices should only be used as an indicative price.

8.15 Some Assets are dual priced. This means that the price we trade at for these Assets fluctuates between the stated values and may be different to the price as listed within the Chip Investment Platform. It is your responsibility to research the pricing of any Assets you select.

8.16 In the event that an Asset becomes suspended we will value and calculate fees at the last published price available.

8.17 You agree to monitor and manage your Account and report to us immediately any errors you believe exist (for example, instructions not executed, incorrect trades, transfers, valuations or deductions from your Account) via customer support in the Chip App or by email to **hello@getchip.uk**. We may not be liable for the cost of errors identified after 14 days from the original instruction.

8.18 We may cancel a transaction without notice where we believe we have a valid reason. This may include where we are requested to do so by a counterparty or an exchange. We will not be liable for any loss you incur as a result of the cancellation in such circumstances.

9.0 Order Execution Policy and where your Assets are held

9.1 When you instruct us to buy or sell an asset we will normally, acting on your behalf, pass your order on to third parties for execution in accordance with our own Order Execution Policy which is designed to ensure that we obtain the best possible result for you. Our Order Execution Policy is set out in Schedule 2.

9.2 By opening an Account with us you consent to our Order Execution Policy and, where applicable, authorise us to execute transactions (or have the transactions executed) on your behalf outside of a EU regulated market (such as a stock exchange or multilateral trading facility) or over-the-counter where we think this would be in your best interests.

9.3 You also authorise us to appoint the Custodian and consent to the Custody Terms as detailed in Schedule 1.

9.4 Seccl will arrange to keep your assets separate from our own assets and legal title to all assets is registered in the name of Seccl. You will remain the beneficial owner of your assets at all times.

10.0 Settlement

10.1 We cannot proceed with any buy order unless there are sufficient cleared funds sent for investment through the Chip App.

10.2 We can only deliver Assets or proceeds of a sale to your Account when we have received the relevant Assets or sale proceeds from the other party to the transaction. Neither we, nor the third parties to whom we may pass your orders, will be liable or compensate you, in the event that a counterparty (which is not us or the third-party we used) fails to settle a transaction.

10.3 You should also be aware that due to the time it takes for some transactions to settle in certain markets outside of the UK there may be a delay as to when we receive sale proceeds from the sale of an asset or titles to a security.

10.4 We may also defer settlement where we are required to do so under the FCA Rules or UK anti-money laundering legislation.

11.0 Statements, Corporate Actions and dividends

11.1 You can check the latest valuation of your Account by logging into the Chip Investment Platform via the Chip App.

11.2 We will provide a periodic valuation report every quarter which will be available in the Chip App

11.3 In addition to your valuation report we will also provide contract notes for each transaction executed for your Account. These will be available online in the Chip App and will show the Assets you have traded, the price you received or paid, the date of the transaction and any dealing fees.

11.4 Where we are aware of a Corporate Action which requires an instruction to be made in relation to an asset in your Account, we will notify you detailing any action you must take as applicable.

11.5 We will not normally contact you regarding proxy voting or AGM attendance arising from your holding. If you wish to attend share, asset or unit holding meetings to vote if applicable, you should contact us. We are unable to pass on to you any shareholder benefits which may attach to Assets held by you.

11.6 We will pay into your Account any dividends within 10 Business Days of us receiving both the cash and a valid tax voucher for your dividend. Dividends related to equities traded on exchanges in the United States will be subject to withholding tax on overseas dividends.

12.0 Interest

12.1 Whenever dividends are paid from an investment you hold or your money is waiting to be transferred into an investment you have made or you have disinvested from an investment, your money will be held in an uninvested cash account. Whilst the money is in the uninvested cash account it will receive no nominal interest.

12.2 Where Chip collects or processes funds in relation to the Investment Product these funds received and/or held by Chip are “relevant funds” for the purposes of the Payment Service Regulations and will be used to carry out your payment transactions. These funds will be safeguarded in a segregated client account held with Clearbank Ltd and do not benefit FSCS protection. See Section 9.4 of Chip’s General Terms. Once funds are received by Seccl in respect of Chip’s customers, Seccl will need to ensure it protects those funds as client money as set out in Chapter 7 of the FCA’s Client Assets Sourcebook (“CASS”).

13.0 Market abuse

13.1 You agree that you will not by act or omission deliberately, recklessly or negligently engage in market abuse, or require or encourage another person to do so. If you are uncertain as to whether your dealings or proposed dealings are lawful, you must take legal advice. If you discharge any managerial responsibilities in a company listed in the London Stock Exchange and as a result the Model Code applies to you, you must disclose to us the name of any listed company where the Model Code applies to you and advise us when you are dealing in the shares of that company, or in any other investment subject to the restrictions in the Model Code.

13.2 We reserve the right to take any action we deem appropriate if we have suspicions about your Account being used to engage in market abuse. This action will include but is not limited to, refusing to act on your instruction. We are not obliged to give you any reason for our actions in this regard nor are we liable for any loss you may incur as a result of refusing to act in such circumstances.

14.0 Money laundering, fraud and terrorism

14.1 We will use the information you provide in the application process to perform anti-money laundering and fraud checks and you acknowledge that we may share this information with the relevant authorities.

14.2 You agree that we may undertake a search with Onfido, Comply Advantage or other similar provider, for the purposes of verifying your identity. To do so Onfido, Comply Advantage or another similar provider may check the details you supply against any particulars on any database (public or otherwise) to which they have access. Onfido Comply Advantage or another similar provider may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained for five years.

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

15.0 Conflicts of interest

15. We are required by the FCA Rules to establish, implement and maintain a conflicts of interest policy to identify and manage conflicts of interest to ensure that they will not constitute or give rise to a material risk of your interests being prejudiced. Our conflicts of interest policy can be found on the Chip website **https://getchip.uk/legal/important-documents**.

16.0 Fees

16.1 For details of fees payable, please refer to the Fees Schedule which can be found on the Chip website (**https://getchip.uk/chip-pricing**) We will deduct the following platform fees from your Account:

- an annual platform fee calculated on a daily basis as a percentage of the value of the Assets held in the Account, which will be deducted monthly in arrears;
- The annual platform charge may vary depending on your Chip pricing plan and the assets you hold within that price plan. If you are unsure of your annual platform charge please refer to the Fees Schedule

- standard dealing and FX fees may apply to trades in exchange-traded instruments only (for example, equities and Exchange Traded Funds), deducted at the time the trade is executed.

16.2 All dealing fees will be deducted from the Account (ISA or GIA) in which the asset generating the charge was held.

16.3 Your annual platform charge will be applied proportionately to each Account you hold according to the total value of the Assets and cash held within the Account.

16.4 All non-dealing fees will be deducted from the Account in which the asset generating the fees was held or from the Account to which they are applied under Clause 16.3.

16.5 The fund manager of each asset in your Account may levy an initial charge, an annual management charge and other fees. These fees are usually paid out of the relevant asset. Details of the fund manager fees can be found within the Key Investor Information Documents.

16.6 At the point of calculating fees due, we will first attempt to collect money from your investment cash account, if there is insufficient cash to meet the fees due we will sell in order of your largest liquid holding of sufficient Assets to meet fees due.

16.7 You are likely to have insufficient cash to meet fees due as you cannot instruct a deposit into the Investment Cash account only as per clause 7.3.

16.8 When we are required to sell Assets under Clause 16.6, we will;

- sell enough Assets to meet fees due. 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 meet the fees due. Any remaining cash will sit in your investment cash account. This cash will be collected first for the following months fees;
- where the Asset sold is priced in a currency other than pounds sterling, convert the sale proceeds into pounds sterling, charge our standard FX fee on the amount converted, and sell enough Assets to cover both the fees due and the FX fee;
- sell sufficient Assets from the largest available daily traded holding downwards. Where insufficient daily traded holdings are held we will sell from the largest remaining available holding downwards;
- sell the entire holding if required to sell more than 95% of a holding;
- only sell holdings in whole shares/units and will round up to the nearest share/unit; and
- provide a contract note outlining the details of any asset sale to meet fees.

16.9 We apply our fees on the value of the cash and Assets held in your Account, this includes any Assets suspended from trading. See Section 8.16 for how we value suspended Assets.

16.10 We cannot accept any liability where the sale is made at a disadvantageous time, has a material effect on the balance of Assets within your portfolio, or if you incur any tax liability.

17.0 Liability

17.1 We will exercise all reasonable skill, care and diligence in performing our obligations under these Terms and Conditions and providing the Chip Investment Platform to you. Except as otherwise stated, we will be liable to you for any direct loss resulting from our negligence, any failure, delay or error by us in carrying out your instructions or by our breach of an FCA Rule.

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

17.3 We will not be liable to you for:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.

17.4 **We will not be liable to you for any loss you may suffer arising:**

- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Account;
- from the default of any bank, fund manager, provider, or Custodian which holds your cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets and investments;
- from any tax liabilities or fees that are incurred in relation to your Account and/ or the Assets held within it;
- from any instruction sent by you that is not received by us;
- from any delay or failure by us to provide any service on your Account, which occurs as a result of any abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite our efforts to avoid it; or
- from any delay or failure by us to provide any other services to you under these Terms and Conditions, which occurs as a result of any causes beyond our reasonable control.

17.5 We will use our reasonable endeavours to ensure that the Chip Investment Platform is available in trading hours (9:00am to 5.30pm on each Business Day).

17.6 In the event that the Chip Investment Platform , or any part, becomes inaccessible for any period as a result of communication failure, breakdown or other malfunction, inadequacy of or defect in any underlying communications services provided by third parties in respect of the Chip Investment Platform or the internet which occurs through no act or omission of us or our delegates is outside of our reasonable control, we cannot be held liable to you for any such failure.

17.7 We may need to interrupt the Chip Investment Platform in order to carry out maintenance and updates or to protect the interest of the users of the Chip Investment Platform . Whenever possible, we will schedule such interruptions to fall outside of trading hours. However, there may be circumstances where we may need to do so during trading hours.

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

18.0 Data protection

18.1 We will use the personal information you provide to us to provide you with the Chip App and as otherwise set out in our Privacy Notice available on our website **https://getchip.uk/privacy**.

19.0 Complaints

19.1 If you are dissatisfied in any way with any aspect of the Chip Investment Platform , you should contact us primarily via the Live Chat feature inside the Chip app. You can also contact **hello@getchip.uk** by email. Our complaints process is on the Chip website **https://getchip.uk/complaints**

19.2 Should we fail to resolve a complaint to your satisfaction or if we fail to do so 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**.

20.0 Termination

20.1 You may terminate these Terms and Conditions at any time by giving us no less than 30 days' written notice.

20.2 We may terminate these Terms and Conditions at any time by giving you no less than 30 days' written notice.

20.3 You or we may terminate these Terms immediately if the other party commits a material breach of its obligations under these terms and if such breach is capable of being made good, shall fail to make good such breach within fourteen days of receipt of a written notice from the notifying party requiring them to do so.

20.4 These Terms and Conditions will terminate automatically if Chip Financial Wealth Ltd. cease to be authorised by the FCA, or we cease to act as their appointed representative.

20.5 If you terminate these Terms and Conditions under Clause 20.1 we may charge you for the following:

- any fees, costs, charges or expenses that have accrued to the date of termination;
- any additional expenses necessarily incurred by us in terminating these Terms and Conditions; and
- you will have to bear any loss which you incur in settling or concluding outstanding obligations.

20.6 If these Terms and Conditions are terminated under this Clause 20, we will contact you to obtain further instructions as follows:

- in the case of a General Investment Account, you will instruct us to sell your Assets and transfer the sale proceeds and cash to your Nominated Bank Account. In respect of a Stocks & Shares ISA, you may either transfer your Assets to another ISA Manager or instruct us to sell your Assets and transfer the sale proceeds to your Nominated Bank Account or to another ISA Manager (except that you may not transfer from a Stocks & Shares ISA to a Cash ISA); and

20.7 Termination of these Terms and Conditions shall be without prejudice to the completion of transactions already initiated. Such transactions will be completed by us as soon as practicable.

20.8 Upon termination in accordance with this Clause 20 the rights and obligations of the parties under these Terms and Conditions shall terminate, except that Clauses 1, 2, 17, 18, 20, 29 and 30 shall remain in full force and effect.

21.0 Closing a General Investment Account (GIA)

21.1 If you wish to close a General Investment Account without terminating these Terms and Conditions, you can instruct us to sell your Assets and we will transfer the sale proceeds and cash to your Nominated Bank Account.

21.2 Following closure of your account where cash on your account is less than £0.01 this cash will be donated to a charity chosen by Seccl.

22.0 Dormant Account Assets

22.1 If at least 12 years pass and during that period no instructions relating to any Assets are received for your Account, we will begin the process of closing your Account.

22.2 We will then email or write to you at your last known address informing you that we intend to close your Account. In accordance with FCA Rules, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will sell the asset(s) at market value and gift them away to our nominated registered charity.

22.3 If at least six years pass and during that period there has been no cash activity on your Account (excluding transactions such as payments or receipts of fees, interest or similar items), we will begin the process of closing your Account.

22.4 We will then email or to you at your last known address informing you that we intend to close your Account. In accordance with FCA Rules, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will close your Account and gift away the cash balance to our nominated registered charity. If at any time in the future (up until your account is closed) you contact us and ask us for payment of cash or the proceeds from the sale of Assets, we will, once we have checked your identity, pay what is due to you.

23.0 Liens

23.1 We reserve the right to take properly incurred fees and liabilities from your Assets in your Account.

23.2 The properly incurred fees and liabilities include those arising from deals placed with third parties upon your instruction. These may include dealing charges, initial fees, fund exit charges and dilution levies. These properly incurred fees may be levied (for example) by fund managers. Where possible we will declare these fees clearly in advance of your instruction.

23.3 Please note that investment in Assets outside the United Kingdom regulatory regime may not provide the same protections against general liens as those based in the United Kingdom. We will place any order in good faith and will assume that you have understood the nature of any liens that may be placed by the custodian of your selected asset.

24.0 Compensation

24.1 Chip Financial Wealth Ltd is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if either Chip Financial Wealth Ltd cannot meet our obligations towards you because of our financial circumstances.

24.2 Should you be entitled to compensation from the Financial Services Compensation Scheme, you may be able to recover up to £85,000 that you invested in Assets in your Account per person, per authorised firm, however the FSCS do not pay compensation if your investment does not perform as well as you hoped. Any cash that is held in your Account may be covered up to £85,000 per person, per authorised firm.

24.3 Further information about compensation arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU; website: **www.fscs.org.uk**.

25.0 Changes to these terms

25.1 We may change these Terms and Conditions from time to time in whole or in part. We can do this for the following reasons:

- to conform with any legal, regulatory, FCA Rule, Prudential Regulation Authority Rule, HMRC Rule or code or practice requirements or industry guidance;
- to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
- to allow for the introduction of new or improved systems, methods of operation, services or facilities;
- to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;

- to reflect changes in market conditions;
- to make them clearer or more favourable to you; or
- for any other valid reason.

25.2 If we change any of these Terms and Conditions, we will give you at least 30 days' written notice of any change that is to your disadvantage. Otherwise we will give you written notice within 30 days of making the change.

25.3 If you are not happy with a change, you will be entitled to terminate your Account under these Terms and Conditions and we will not charge you for terminating your Account. If you do not notify us that you are unhappy with any changes to these Terms and Conditions before the end of the notice period, you will be treated as accepting the change.

25.4 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.

26.0 Transfer

26.1 You may not transfer your rights and your obligations under these Terms and Conditions to anyone else.

26.2 We may, after not less than 30 days' prior written notice to you transfer our rights and our obligations under these Terms and Conditions to another company or firm which at the time of such transfer is authorised and regulated by the FCA or its successor authority. You authorise us to take such action on your behalf as we reasonably consider necessary to appoint the relevant replacement as the provider of your Account. If you do not agree to the transfer, you can withdraw, redeem or transfer your Account by giving us 30 days' written notice.

27.0 Outsourcing and use of agents

27.1 We may delegate any of our functions to a third-party and may provide information about you and your Assets to any such third-party. We will remain liable for the acts and omissions of our delegates as if we had committed or omitted to commit them ourselves.

27.2 We may employ agents to perform any ancillary services required to enable us to provide the Chip Investment Platform . We will act in good faith and with due diligence and reasonable care in the selection, use and monitoring of agents.

28.0 Rights of third parties

28.1 A person who is not a party to these Terms and Conditions is not intended to have a right to enforce any provisions of these Terms and Conditions. Any statute giving contractual or other rights to third parties including the Contracts (Rights of Third Parties) Act 1999 will not apply.

29.0 Governing law

29.1 These Terms and Conditions and any non-contractual obligations arising from them are governed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Section B – Stocks & Shares ISA

ISA terms

These ISA Terms apply to the Individual Savings Account that you have with Chip and are supplementary to any terms you have with them.

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

1.0 Commencement

1.1 These ISA Terms become effective and govern the relationship between you and SCL as your ISA Manager following receipt of your subscription.

2.0 Your ISA

2.1 Your ISA is a stocks and shares ISA (the "ISA").

2.2 Your stocks and shares ISA is subject to the Individual Savings Account Regulations 1998 ("ISA Regulations") and, in the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will prevail.

3.0 About your ISA manager

3.1 SCL will act as the ISA manager in respect of your ISA. SCL is approved by HM Revenue & Customs for these purposes.

3.2 SCL will manage your ISA in line with the ISA Regulations.

3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours or those of Chip where you have authorised Chip to take such decisions on your behalf.

4.0 Eligibility

4.1 In order to open an ISA, you must satisfy the requirements set out in the ISA Regulations. Generally, you can open and maintain an ISA account if you are an individual of 18 years or over, you are resident in the UK, and you are a UK taxpayer.

5.0 ISA investments

5.1 You may hold such investments in your ISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your ISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of the asset becoming ineligible.

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 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.

6.0 Withdrawals and flexible ISA

6.1 If you wish to withdraw any cash or investments from your ISA, you (or Chip on your behalf) must provide the SCL with written instructions. SCL will, subject to the ISA Regulations, transfer all or part of the investments and any proceeds arising from those investments to you.

6.2 SCL will effect the transfer within such time as stipulated in your instructions, subject to any reasonable business period required by SCL to implement your instructions which should not take longer than 30 days from the date your instructions were received by SCL.

7.0 Transfers

7.1 You may transfer an existing ISA from a different ISA manager to SCL and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a SCL ISA.

7.2 You may request SCL to transfer your ISA from SCL to a different ISA manager and, subject to the ISA Regulations, SCL will effect such transfer provided the other ISA manager has given its consent. SCL will effect such transfer within a reasonable time needed to implement your transfer instructions which should not take longer than 30 days from the date your instructions were received by SCL. SCL does not currently facilitate the partial transfers of ISAs.

7.3 You (or Chip on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other ISA manager with your instructions in writing.

8.0 Ending your ISA

8.1 Subject to the ISA Regulations, you may end your ISA at any time by giving SCL by withdrawing your funds. In that case, SCL will liquidate the investments in your ISA and transfer the proceeds to you. Alternatively, and subject to the ISA Regulations, SCL may re-register the investment in your name or transfer them to another non-ISA account.

8.2 SCL may terminate your ISA if it has ceased or will cease to comply with the ISA Regulations and becomes void. SCL will notify you of these circumstances and must inform HM Revenue & Customs accordingly. When your ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.

8.3 SCL may terminate its services as your ISA manager by giving you 30 days written notice. 8.4 In the event of termination:-

- SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulation, these ISA Terms or the Client Agreement; and
- these ISA Terms will continue to apply to your ISA until all transactions or transfers have been affected and relevant payments made.

9.0 Your investments and assets

9.1 In accordance with the ISA Regulations, SCL will register the investments held in your ISA in the name of one of its nominees; beneficial ownership of these investments will stay with you.

9.2 SCL will provide custody in respect of your investments and assets and SCL will hold any cash belonging to you as further described in Clause 2 and 3 respectively in the General Terms of this Client Agreement.

10.0 Information and shareholder rights

10.1 If requested by you, SCL will make arrangements for you to:

- receive a copy of the annual report and accounts of every company, unit trust, open-ended investment company or other entity in which you hold any direct investments in your ISA;
- attend any meetings of investors in companies, unit trusts, open-ended investment companies and other entities in which you hold any direct investments in your ISA;
- vote (as proxy for our nominee); and
- receive, in addition to the documents referred to in paragraph 10.1.1 above, any other information issued to investors in such companies, unit trusts, open-ended investment companies and other entities.

11.0 Delegation

11.1 Subject to the ISA Regulations, SCL may delegate any of its functions under these ISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

11.2 Where SCL decides to delegate its functions, you consent to SCL 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

Schedule 1 – Custody terms

Custody terms

1. Background

1.1 Under the Terms, you consent to Chip Financial Wealth Ltd as the Investment Service Provider (“the ISP”) appointing Seccl Custody Limited (“SCL”) as the Custodian to provide:

- the custody services more particularly described in this schedule
- cash payment services, asset price and information data
- client money and asset reconciliation in accordance with the Client Asset Sourcebook (“CASS”) of the FCA Rules

1.2 SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and Assets.

1.3 SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW

1.4 Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.

2.0 System operation - Applying and Transacting

2.1 The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.

2.2 Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through the ISP, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Terms.

2.3 All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or the ISP.

2.4 Client Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.

2.5 Your cash and Assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.

2.6 SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.

2.7 SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately to SCL's Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL's or a third-party nominee or sub-custodian's insolvency, these would be shared on a proportionate basis with affected clients.

2.8 Where SCL receive income from your investments through dividend payments, fund distributions and Corporate Actions, SCL will reconcile and credit these to your accounts.

2.9 As Corporate Action events arise, SCL will inform the ISP where actions are applicable to your Assets.

2.10 SCL will facilitate the transfer of cash and Assets in accordance with client instructions and the ISP's Terms.

3.0 Cash processes

3.1 Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.

3.2 SCL will pay interest on cash held in Client Money accounts. You will be notified by ISP of any changes if our policy on client interest change.

4.0 Settlement

4.1 Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments "ETIs", SCL will normally operate on a delivery-versus-payment "DVP" settlement process. By agreeing to the Custody Terms, you permit SCL to apply DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.

4.2 For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund is a day or more longer than that of the ETI order.

5.0 Asset reconciliations

5.1 SCL will reconcile Client Money and Assets in accordance with CASS.

5.2 Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.

6.0 Liens

6.1 We reserve the right to enforce the right of liens over the Assets under the Terms.

7.0 Communications

7.1 All communication with you will be in English through the online message portal provided by the ISP.

7.2 SCL will provide quarterly valuation statements and contract notes, which will detail the 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 ISP promptly of any errors or omissions in respect of the accuracy of these documents.

8.0 Complaints

8.1 SCL has its own complaints policy. If you want to complain, please contact the ISP first. If the complaint relates to services provided by SCL, SCL will provide the ISP with all necessary information to resolve the complaint. The ISP may ask SCL to take control or assist on the complaint if necessary.

8.2 If you do not think this is appropriate or the ISP is unable to meet its obligations, please contact SCL by email at secclops@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.

8.3 If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:

- Exchange Tower, London E14 9SR.
- Telephone: 0800 023 4567 or 0300 123 9 123;
- email:**complaint.info@financial-ombudsman.org.uk**; and
- website: **www.financial-ombudsman.org.uk**.

9.0 Remuneration

9.1 The ISP pays SCL for Custody services.

10.0 Conflicts of interest

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

11.0 Force majeure event

11.1 To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these

Custody Terms ("Force Majeure Event"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify

12. Data protection

12.1 In acting as your Custodian SCL, will have access to the data you provide on Application to the ISP service. In the Service Agreement between the ISP and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.

12.2 SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.

13.0 FSCS

13.1 SCL is covered by the Financial Services Compensation Scheme ("FSCS"). If SCL ceases trading and cannot meet your obligations, you may be entitled to compensation from the scheme up to a maximum of £85,000 (or such other value covered from time to time by the FSCS) for investment claims.

13.2 Further information about the compensation arrangements is available from the FSCS directly.

- Website: **www.fscs.co.uk** Telephone: 0800 678 1100 / 020 7741 4100.
- Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

14.0 Use of third parties

14.1 To provide custody services SCL, will use the services of third-party service providers.

14.2 Examples include the provision of; Data and price feeds of Assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

14.3 Where services are provided by a third-party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third-party and will not itself be responsible if a third-party provider fails to meet its obligations. This means that should the third-party default or becomes insolvent, you may lose some or all of your Assets and will not necessarily be entitled to compensation from SCL. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the proprietary Assets of the third- party firm.

15.0 Termination

15.1 SCL may terminate the Terms at any time by giving the ISP 30 days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of the Terms.

15.2 SCL may also terminate the Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from the ISP.

15.3 In this event, the ISP will instruct SCL where to transfer the Client Assets and Client Money. If the ISP does not do so promptly, or if the ISP no longer represents you, then you will on request give the relevant instruction. The Custodian will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you. The Terms will continue to apply until such transfer of the Client Assets and the Client Money is complete.

16.0 Severability

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

17.0 Notices of change/variations

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

18.0 Governing law

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

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

19.0 Liability

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

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

19.3 SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

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

20.0 Headings

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

Schedule 2 – Order execution policy

Order execution policy can be found here:

https://cdn.prod.website-files.com/5d65390243727621f8413d93/69a5c736d1b8d3524fa86f84_Order%20Execution%20Policy%20%5BMarch%202026%5D.pdf