

Terms of Business and Appendices for Tickr Ltd

This document details the general Terms of Business, together with individual appendices, which constitute the base terms for all services provided by Tickr Ltd. This document was updated on 10 July 2020 and supersedes all previous agreements and versions.

TERMS OF BUSINESS

These terms of business ("**Terms**") and Appendices (as applicable) and other policies as supplemented or amended from time to time (all as applicable, available and updated from time to time and viewable at www.tickr.co.uk (collectively the "**Tickr Agreement**" or "**Agreement**") define the legally binding contractual basis on which Tickr Ltd ("**Tickr**") a company registered in England and Wales (company number 11200977), with its registered office at 3rd Floor 86-90 Paul Street, London, EC2A 4NE will provide you with the Services (as defined below).

Tickr is regulated by the FCA under reference number 846067.

Tickr has entered into an agreement with Third Platform Services Limited, (**Third Platform Services**), on behalf of ourselves and each of our clients whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this Agreement. Third Platform Services, with company number 09588254, has its registered office at 17 Neal's Yard, London, WC2H 9DP. Third Platform Services is authorised and regulated under register number 717915 by the Financial Conduct Authority and is a member of the London Stock Exchange. The current terms and conditions of Third Platform Services and the principal terms of the agreement with them as it applies to our clients, including you, are set out or summarised in Appendix 2 below.

GENERAL TERMS

Introduction and Structure of these Terms

In these Terms, references to "Tickr", "us", "our" and/or "we" means Tickr Ltd. References to "client", "you" and/or "your" means any person who opens a Tickr Account with us.

In these Terms, reference to a "Tickr Account" means the account that we will open for you which will enable you to set aside money to invest through the APP, as defined below, which allows us to provide the Services (as defined in clause 2 below).

These Terms contain important information regarding the Services provided to you so, for your own benefit and protection, please read these Terms carefully before accepting them. If there is anything contained in these Terms that you do not understand, please do not hesitate to get in touch with us by email at: hi@tickr.co.uk. A glossary of defined terms used in these Terms is set out in Section 2.

Some of the Services will be provided to you via our trusted third parties (the "**Service Providers**").

In the event of any conflict between these Terms and any Appendix or Schedule, the Appendix or Schedule shall apply.

This Agreement applies to all methods or mechanisms used to provide the Services, including electronic mechanisms and systems.

We may from time to time send you further schedules, appendices and supplementary material relating to, among other things, exchanges, transactions and any additional Services offered by us.

DEFINITIONS AND INTERPRETATION

In this Agreement the following words shall have the corresponding meanings unless the context otherwise requires:

“Applicable Law” means all laws, enactments, regulations, directly applicable EU regulations, rules, regulatory guidance and regulatory authorisations, licences and permits which apply to the provision or the receipt of the Services, including FSMA, and the FCA Rules and the rules of any other relevant regulatory authority, exchange or clearing or settlement system applicable to business which we transact for you.

“APP” as the context requires, such mobile application(s) and/or website(s) as we may make available from time to time to enable you to access your Tickr Account and receive the Tickr Services.

“Available Cash” means cleared monies held for your Platform Product adjusted for any unsettled buy and sell Orders or cash allocated for pending buy Orders.

“Available Investment” means any investment shown as being currently held in your Platform Product adjusted for any unsettled transactions as confirmed by the custodian.

“Business Day” means any day which is not a Saturday, Sunday or public or bank holiday in England.

“Client Money Bank Account” means a client bank account which is used to hold Client Money in accordance with the FCA Rules.

“Contribution” means credits made to your Platform Product.

“Cookies Policy” means our cookies policy as updated and amended from time to time and available at www.tickr.co.uk

“Current Tax Year” means the current period between 6th April and the following 5th April.

“Data Protection Policy” means the Privacy Policy and the Website & App Terms as updated and amended from time to time and available at www.tickr.co.uk.

“Dealing Day” means any Wednesday (or other day as selected by Tickr in its absolute discretion) unless that day is not a Business Day in which case it shall mean the next available Business Day.

“Events of Default” means the occurrence at any time with respect to you of any the following: (a) you fail to make any payment due to us or to deliver any securities due to us (or agents used by us) or to perform any other obligation owed to us; (b) you fail to comply with any Applicable Law; (c) you become unable to pay your debts as they fall due or become insolvent or bankrupt or become the subject of any insolvency, bankruptcy or administration proceedings (under any Applicable Law); (d) a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator or similar official is appointed in respect of you or any of your property (under any Applicable Law); or (e) you commit a material breach of these Terms or any Appendix, which is not immediately remedied.

“FCA Rules” means the rules of the Financial Conduct Authority (or its successor) in the United Kingdom contained in the FCA’s handbook of rules and guidance (as may be amended and updated from time to time).

“Fees Document” means the information provided in a durable medium and set out in Appendix 1, which sets out all the fees applicable to the services provided to you under the Tickr Agreement and the services provided to you under the Platform Agreement.

“Financial Conduct Authority” or “FCA” means the UK Financial Conduct Authority of 12 Endeavour Square, London E20 1JN, or any applicable successor body.

“Financial Ombudsman Service” or “FOS” The office to whom you may refer any complaint you have about the services provided to you if we cannot resolve or settle your complaint (to your satisfaction) within 8 weeks of the date you first make the complaint.

“Financial Services Compensation Scheme or “FSCS” A statutory compensation fund from which you may be able to make a claim in the event that a regulated firm such as Tickr is unable (or is likely to be unable) to pay a claim against it.

“Funds” means the collective investment schemes / exchange traded funds that are made available to you from time to time for investment via the APP as described in paragraph 11.1 of these Terms.

“GIA” means a General Investment Account.

“HMRC” means HM Revenue and Customs, the UK’s tax authority.

“ISA” means an Individual Savings Account, which is a tax-exempt savings scheme for individuals established under the ISA Regulations.

“ISA Regulations” the Individual Savings Account Regulations 1998, the Individual Savings Account (Amendment) Regulations 2007 and the related HM Revenue & Customs guidance notes for ISA managers, as amended and in force from time to time.

“ISA Terms” the additional terms contained at Appendix 3 of these Terms which will apply to you should you choose to hold your investments through an ISA.

“Key Features” means one or more of the GIA key features and the ISA key features.

“Key Investor Information Document” or **“KIID”** is a short document which a fund manager of a fund categorised as a “UCITS” is required to produce and make available to you in accordance with applicable laws prior to you making a decision to invest and which contains key investor information about the relevant fund and which you should read carefully.

“Order” means an instruction received by Tickr to buy or sell investments within your Platform Product.

“Order Transmission Policy” means the policy set out in Appendix 5 which Tickr has adopted with a view to ensuring that when Tickr receives instructions from you to undertake an investment instructions (via the APP) and transmits those instructions to execute it does so with a view to achieving the best possible result for you in accordance with the FCA Rules.

“Permitted Investments” the Funds made available for investment by you from time to time through the Tickr Services.

“Permitted Withdrawal” means a withdrawal of the cash and/or investments held through your Tickr Account if permitted by the ISA Regulations and the terms of the particular Platform Product.

“Platform Products” means the products offered and provided by the Platform and which are made available through the Tickr Services such as the GIA and the ISA.

“Platform Agreement” means the section of the agreement relating specifically to the Platform Products, as further described and defined in clauses 3.2 and 4 of these Terms.

“Portfolio” means each and any General Investment Account or ISA Account (as defined in Appendix 2) as applicable in the context.

“Previous Tax Year” means any previous period between 6 April and the following 5th April.

“Privacy Policy” means our privacy policy as updated and amended from time to time and available at www.tickr.co.uk.

“Qualifying Investments” means investments which can be held in an ISA or SIPP as applicable, in accordance with the relevant regulations.

“Retail Client” has the meaning given by the FCA Rules.

“Services” means each and any of the services, supplied pursuant to this Agreement.

“Service Providers” means any Tickr Services that are provided to you via our trusted third parties.

“Tickr” means Tickr Limited.

“Tickr Agreement” means your agreement with Tickr, as further defined under paragraph 3.1 of clause 3.

“Tickr Services” means the services that Tickr will provide to you as further defined in clause 10 of these Terms.

“Transfer In” means in relation to your ISA, a transfer into your Platform Product ISA of cash or investments from another ISA, as permitted by the ISA Regulations. In relation to your GIA, a transfer into your Platform Product of cash or investments either from you personally or from another dealing account.

“Transfer Out” means in relation to your ISA, a transfer of Platform Product ISA together with cash and/or investments to another ISA, as permitted by the ISA Regulations. In relation to your GIA, a transfer of your Platform Product GIA together with cash and/or investments to another dealing account.

“We,” “our” or “us” means Tickr; and

“You” or “you” means the recipient(s) of this Agreement.

A reference in this Agreement to a ‘Clause’, ‘Appendix’ or a ‘Schedule’ shall be construed as a reference to, respectively, a clause, appendix or schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Laws include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to a ‘document’ also includes electronic documents. References to persons include but are not restricted to bodies corporate, unincorporated, associations and partnerships.

Where applicable, and unless the context requires otherwise, any term used in this Agreement has the meaning given to it by the FCA Rules.

Clause headings in this Agreement are for ease of reference only.

Commencement and status of your agreement with us (“Tickr Agreement”)

These Terms, together with (a) the information we have provided to you via the APP about our services and our fees; and (b) the information you have provided to us via the APP and/or any other permitted means under these Terms in relation to your Tickr Account constitutes the agreement (“the **Tickr Agreement**”) between you and us in the provision of our Services to you.

These Terms and, in particular, Appendix 1 the “Platform General Terms” and, if applicable, Appendix 3 the “Additional ISA Terms”), together with a) the information we have provided to you via the APP about the Platform Products and costs and charges; and b) the information you have provided to us via the APP and/or any other permitted

means under these Terms in respect of the Platform Products (including declarations given by you); and c) any applicable Key Features constitute the “**Platform Agreement**”.

The Tickr Agreement will be legally binding when you accept these Terms. However, we will only start to provide our services to you after we have notified you that your Tickr Account with us has been opened.

The Tickr Agreement has no minimum duration period.

Commencement and status of the Platform Agreement

The Platform Agreement will be legally binding when you accept these Terms. However, we will only start to provide the Platform Services to you if and when you open a Platform Product.

The Platform Agreement has no minimum duration period.

Your right to cancel

You have a right to cancel your Tickr Account and any applicable Platform Product(s) selected by you within 30 calendar days, starting on the date on which we notify you that the relevant Platform Product(s) is opened. If you decide to cancel, you must notify us within this cancellation period.

However, you do not have cancellation rights in respect of transactions that you have entered into prior to cancellation, which means that on you notifying us that you wish to cancel your Platform Product(s), you agree that we may, in accordance with Appendix 2, paragraph 2.4, sell any investments that may have been made during the cancellation period, and we will not be responsible for any losses that you may incur as a result.

Your right to cancel is without prejudice to our accrued rights under this Agreement and the termination provisions in clause 28 “Termination”.

COMPLAINTS

We would like you to be completely satisfied with our services and will promptly respond to any complaints that you may have. Should you have any complaints in connection with Tickr Services then please do not hesitate to notify us by email at: **hi@tickr.co.uk**. We will acknowledge your complaint promptly and arrange for the matter to be investigated in accordance with FCA Rules and report the results to you.

If your complaint is unresolved or not settled to your satisfaction within 8 weeks from the date you first made the complaint, you may refer it directly to the Financial Ombudsman Service by using the following contact details:

By post: Exchange Tower, Harbour Exchange, London, E14 9SR

By telephone: [0800 023 4 567](tel:08000234567)

By email: complaint.info@financial-ombudsman.org.uk

By completing a website enquiry form at:
<https://help.financial-ombudsman.org.uk/help/enquiries>

You can find out further information about the FOS on its website:
www.financial-ombudsman.org.uk.

COMPENSATION

You may be entitled to compensation from the FSCS in the event that we have ceased trading or have been declared to be in default and unable to meet our respective obligations. The FSCS provides protection for your investments up to a certain amount and offers different levels of cover for different types of business . You should check fscs.org.uk for the latest information.

Investment performance is not guaranteed. If an investment fails to meet its objectives or underperforms, this will not in itself entitle investors to compensation from the FSCS.

CLIENT CATEGORISATION

In accordance with the FCA Rules we hereby notify you that we have categorised you as a Retail Client. Therefore, Services provided to you under the Tickr Agreement and the Platform Agreement will be on the basis that Tickr will treat you as a Retail Client under the FCA Rules, and you will benefit from the protections available to retail clients. If you would like more information about this, please email us at hi@tickr.co.uk.

You are responsible for keeping us informed about any change that could affect your client categorisation. You have the right to request a different client categorisation; however, we may choose not to deal with you on such basis.

INSTRUCTIONS

We shall be entitled to assume that by instructing us you are not prohibited from using our Services and will comply at all times with the Applicable Law. Nonetheless, we reserve our right to refuse to accept instructions unless we are required to accept such instructions under Applicable Law.

We may refuse to act on any instruction where we reasonably believe that:

- to do so might breach Applicable Law or any of our other legal duties; or
- to do so would damage our reputation; or
- you may be unable to settle any relevant transaction due to insufficient balance on your account; or
- we consider that you do not meet or have not provided sufficient evidence to demonstrate or confirmation that you meet the eligibility criteria for investing in the relevant investment, whether arising from restrictions imposed by any Applicable Law, product providers or for any other reason.

AVAILABILITY AND PROVISION OF TICKR SERVICES

We will provide the “Tickr Services” to you in connection with the setup and operation of your Tickr Account. The Tickr Services include but not limited to the following services:

the provision of the APP or, in the unlikely event that the APP is not available, such alternative means as we may specify from time to time to allow:

- You to open your Tickr Account, open Platform Products and manage your selected investments; and
- Us to receive your instructions to transact in investments in accordance with the investment selections you have made through your Tickr Account.
- For the provision of information about your Tickr Account, Platform Product(s) and investments held (including the value of your Portfolio); and

we will provide the Tickr Services to you in accordance with the Terms of the Tickr Agreement, all applicable laws and the FCA Rules.

We will do our best to ensure the APP and your Tickr Account is available and up and running for you to use at any time. However, we cannot guarantee continued uninterrupted availability and there may be times where the APP and/or your Tickr Account may not be available. There may be times where due to technical difficulties we may not be able to facilitate your investment instructions and/or there may be interruptions and/or delays to our services. If this happens we will to the extent possible provide updates or do our best to contact you to let you know what you should do. You can also contact us by email at: hi@tickr.co.uk.

We may amend, suspend and/or terminate any or all Services at any time for any valid reason. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.

We may also restrict and/or change the hours and time of operation of any of our Services at any time for any valid reason. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.

We do not accept any liability for any loss that you may suffer because you are unable to place an order due to unavailability of our Services as a result of maintenance or upgrade of systems or in certain market conditions.

We shall not be liable for any actual or potential loss or expense you incur as a result of the suspension or cancellation of a transaction in the circumstances set out in this clause.

SELECTING INVESTMENTS

Through your Tickr Account you are able to self-select and invest in a number of Funds which we from time to time make available to our clients. Please see tickr.co.uk for more information about the Funds and how we have selected them.

Prior to making any decision to invest you must read the “Key Investor Information Document” or “KIID” relating to the relevant Fund. The KIID contains important information of which you should be aware. You can access the KIID via the APP.

Please note that we are not in the business of providing investment management services, nor do we provide financial advice to our clients; we will not make recommendations based on your personal circumstances. Should you require financial or investment advice, you should seek advice from an approved investment manager or qualified financial adviser. We cannot provide any assurance that the Tickr Account, the Tickr Services, the Platform Products or the Funds are suitable for you.

Each time you credit funds to your Tickr account, we will take that as an instruction to use those funds to purchase investments in proportion with your existing investments.

You also instruct us to invest all dividends or other income from your investments in accordance with the theme that you have selected. This is known as rebalancing. Rebalancing will take place periodically and not less frequently than every 6 months.

We will not provide nor be responsible for providing you with any financial, legal or tax advice. Please note that certain provisions contained in the Tickr Agreement, the Platform Agreement and the APP set out information but not advice relating to tax treatment. You should note that tax treatment depends on individual circumstances and our and your current understanding of applicable law and HMRC practice, which may be subject to change in the future.

YOUR USE OF OUR APP

In addition to the Terms set out here, you acknowledge and confirm your continuing agreement to our Privacy Policy and the Website & App Terms relating to the use of our APP (together, the “Data Terms”). If there are any terms contained in the Data Terms that are inconsistent with or conflict with the terms, conditions and provisions set out in these Terms then, the relevant term, condition or provision set out in these Terms shall prevail.

Tickr will provide you with security details to access your Tickr Account. Please ensure that you keep these details safe and confidential. You must not undertake any action that could compromise the security or effective working of the Tickr Services. Any such action will be considered a material breach of these Terms. You must notify us immediately if you think that someone else may know your Tickr Account details and/or if you suspect that your Tickr Account has been subject to unauthorised access or has been hacked.

You are responsible for monitoring your Tickr Account, ensuring that you read all messages that have been sent to you (whether through the in-APP secure notification centre, via the email address you have provided to us, or via any other means as agreed between us)..

You must not reproduce or distribute any material from your Tickr Account www.tickr.co.uk without our written consent. You may download or print information and documents that we provide to you for your personal use only.

You acknowledge and agree that all intellectual property rights in the APP, all documents and related technology anywhere in the world belong to Tickr or our licensors – you have no rights in or to the APP, the documents and related technology other than the right to use each of them in accordance with these Terms and the Data Terms.

FEES AND OTHER CHARGES FOR THE TICKR SERVICES

You shall pay to us those fees that are set out in the Fees Document in respect of our provision of the Tickr Services. You will also pay any applicable VAT.

In respect of the Platform Products, please see Appendix 2, paragraph 5 below which explains in more detail how certain of your investments may be sold and the proceeds used to satisfy your obligation to pay our fees.

You must also pay any applicable Value Added Tax on all fees, if applicable and any other taxes and levies or other transaction costs in respect of your transactions. We may make reasonable charges to you to cover the administrative costs of the provision of any additional information, documents etc., which we agree to supply to you at your request.

Any charges or expenses due to us (or agents used by us) from you plus any applicable Value Added Tax may be deducted from any Funds held in any Portfolio. If there are insufficient Funds in your Portfolio at any relevant time, we may in our absolute discretion defer, accrue, carry forward or roll over such charges or expenses until any future time when there are sufficient funds in your Portfolio to meet the aggregate charges and expenses then due, or raise an invoice with you to be settled otherwise. No such deferral, accrual, carry forward or rollover of any liability of yours shall act to limit our discretion to collect the relevant charges and expenses in any manner we see fit at any future date, nor shall it act to any extent or in any manner as a release or waiver of your liabilities to us.

We may share charges with associated companies and other third parties or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements may not be set out in the relevant contract note but can be made available to you on request.

We will accept payments from you by debit card or bank transfer subject to clause 14 below. We will make payments to you via BACS to your specified bank account subject to all necessary anti-money laundering checks. We may also make payments to you via your debit card.

OPENING YOUR TICKR ACCOUNT AND MAKING CONTRIBUTIONS

We will verify your identity in accordance with UK anti-money laundering legislation before opening your Tickr Account and providing the Tickr Services to you. We may use various third-party services to do this and you expressly authorise us to verify your identity and carry out all necessary anti-money laundering checks. You acknowledge that this will require us to transmit your personal information to such third parties. You acknowledge that credit checks may affect your credit score.

You warrant and represent to us on an ongoing basis that:

You are aged 18 or over;

You are UK resident for tax purposes; and

You are not a U.S Person.

You agree to notify us immediately if any of the above warranties cease to be correct.

Contributions to your Platform Product may be single or regular and can only be paid in Pounds Sterling. These contributions may be made only by Direct Debit instruction provided to Tickr via the Tickr Account, or as otherwise prescribed in the specific terms relevant for each Platform Product. Contributions may be subject to certain minimums. We may change the minimum contributions from time to time and will notify you.

Contributions will be debited from your bank account via Direct Debit, using an authorised payment institution (API) who provides Tickr with payment services. Tickr shall inform you (via the Tickr in-APP secure notification centre) of the details of the Direct Debit on the day that we have advised the API to request payment from your bank. Contributions will be held in accordance with the Payment Services Regulations 2009, in a segregated account with a financial institution in the name of the API until cleared. Once cleared, contributions will be transferred to the Platform Products Client Money Bank Account and held in accordance with Appendix 2 (Platform Terms) and paragraph 4 "Cash and Investments" below.

COMMUNICATIONS

We may communicate with you at any time using the information you have given us, including, when appropriate, by telephone, SMS text message, by email and via the APP.

You must inform us immediately of any changes to your personal details, including your postal address, your email address and your bank details. When we receive returned mail or emails, we will make reasonable endeavours to contact you to get your new details. We reserve the right to not send further communications to the old address or old email address. We will not be liable to you for any loss you may suffer as a result of you not receiving correspondence or payments where you have not informed us of any change in your details and/or bank account. All communications sent to you by post, will be sent at your own risk to the last known postal address that we hold for you. It is your responsibility to ensure the contact information we have for you is up to date. In particular, you must ensure we have a current and valid email address for you so that we can notify you when important documents are delivered to you via the APP. You accept that where either we or a Service Provider are required to provide you with written notice then this will be given to you by means of electronic correspondence.

We cannot guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. Save where we have been negligent or where we have breached applicable law or the FCA Rules, we will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost,

delayed, intercepted, corrupted or otherwise altered or for failing to be delivered for any reason beyond our control.

We may record and monitor telephone conversations that we have with you for training purposes and quality control, for crime prevention, and to provide a record of our discussions with you for your protection and to resolve any misunderstandings. We will store recordings for a period required by law, the FCA Rules or for as long as we consider necessary to be able to provide the Tickr Services to you. In the event of a disagreement between you and us, we can give you a copy of our records on request (but we reserve the right to charge you a reasonable fee for this).

We will communicate with you at all times in English.

In the case of communications sent by us to you by secure electronic message such communications will be deemed delivered to you upon us sending such communications to you via the APP; we will not be obliged to seek acknowledgement of receipt from you in respect of communications so sent. We will not be liable to you for any delay or failure of delivery of any communication so sent, except where such delay or failure results from our negligence. Communications sent by us to you:

by post, at the last known postal address that we hold for you, will be deemed delivered and received by you 2 Business Days after posting unless otherwise specified. We will not accept any liability for postal delays; and

by email or secure electronic message will be deemed delivered and received immediately upon sending.

When you open a Tickr Account you will be provided with the ability to access your Portfolio via the APP. You will be requested to use your email as your username and select a password in order to activate your account. You acknowledge and agree that you are:

the sole exclusive owner of any account number allocated to you by Tickr;

you will be responsible for the confidentiality and use of your own username and password;

we may rely on all orders and secure message instructions using your account number and you will be bound by any agreement entered into or expenses incurred on your behalf in reliance on such orders and secure message instructions.

YOUR INSTRUCTIONS VIA THE APP

The App allows you to select and/or make changes to your Tickr Account, the Platform Product(s) and/or indicate your intention to undertake an investment transaction. We can rely on your interactions with us through the APP as constituting your valid instructions to us.

In certain circumstances we may generally restrict or suspend your access and use of the APP. In particular, you should note that we may take this action where:

we reasonably believe that the security of your Tickr Account or Platform Product has been compromised; and/or

it is illegal or against any relevant rule or regulation for instructions to be sent to the manager of the Funds.

The above reasons are not exhaustive.

You acknowledge and agree that all instructions and authorisations given by you in relation to the Platform Products and the investments made in respect of your Tickr Account must be sent by you personally and by no other person. Please refer to Appendix 2 of these Terms where we set out our obligations and duties with respect to your Platform Products.

You acknowledge and agree that all instructions are effective when they are received by us. However, we are not obliged to acknowledge receipt of your instructions. Please note that we will not be liable for carrying out an instruction which is not genuine. We will not be liable for any error of transmission, or for the fraud of any other party (except in the case of our negligence, fraud or wilful default).

We will apply our Order Transmission Policy (which is set out in Appendix 5 of these Terms) when acting upon your instructions to buy and/or sell your investments. By entering into the Tickr Agreement you agree and consent to our Order Transmission Policy.

Where a delay occurs in transmitting an instruction due to factors outside of our reasonable control (including, without limitation, where the APP is unavailable) we will ensure that your instruction is executed as soon as possible. However, we will not otherwise be responsible for any delay or any losses arising therefrom. In such circumstances please contact us at: hi@tickr.co.uk.

YOUR INFORMATION AND DATA PROTECTION

We will obtain information (including personal data) from you during the course of our relationship with you. Specifically, we will ask you to provide us with your name, postal address, email address, mobile telephone number, banking details and National Insurance Number where applicable. You authorise us to use and process all data in our possession that relates to any aspect of transactions with you, and in accordance with applicable data protection legislation and any successor legislation.

In order to enable us to provide the most appropriate services to you we will record and/or monitor your use of www.tickr.co.uk, the APP and email communications between us and you. We will take all reasonable steps to ensure that the database containing this information is constantly updated and is securely protected against unauthorised entry and that personal information is kept strictly confidential.

We may use your personal information, including sensitive personal information, and store it on our systems and may otherwise process it for the purposes of providing the Tickr Account and the Tickr Services. If you believe any of the data we hold about you is inaccurate or needs to be updated, please let us know as soon as possible by emailing us at: hi@tickr.co.uk and we will do our best to correct it. We will only retain your

personal data for as long as is necessary for us to provide our Services to you and for a period of 7 years thereafter, or longer if required for regulatory reasons.

Where you have indicated, for example in the Tickr Account opening process, that you agree to receiving marketing information then unless and until you ask us to stop sending you marketing information:

we may use your personal data including your contact details, your application details (but not banking details) and details of the services we provide you with and how you use them, to inform you about other similar products and Services that may be of interest to you; and

if and to the extent that you have given us permission to do so, we may contact you by telephone (including automated calls), post, email and other electronic messages such as short text, with information, news and updates in relation to Tickr Services and financial services of other selected partners.

You acknowledge and consent to us passing your personal information to third parties appointed by us for the purpose of administration and verifying your identity. If we need to seek additional information from you in order to verify your identity, we reserve the right to:

delay the opening of your Tickr Account; or

return and cancel your application; or

withhold from you the ability to trade or withdraw any Funds until we have successfully verified your identity.

We may disclose your personal information if we are required to do so by law or we are requested to do so by the FCA, or any other relevant regulatory authority in any country.

Your personal data will not be transferred to third parties outside the EEA.

You are entitled to see all personal data relating to you, which is held on any database controlled by us. Please contact hi@tickr.co.uk for details.

WITHDRAWALS

You can make a Permitted Withdrawal from your Tickr Account at any time for which you must provide your instructions. We will only pay money to the UK bank account subject to the necessary anti-money laundering check. Where you request a withdrawal of a specific sum of money we will calculate the proportion of your investments which corresponds to that sum and sell that proportion. We can not guarantee that the selected proportion will raise precisely the original indicative amount specified - this is due to the inherent fluctuation in market values.

Please note that we cannot guarantee any time limit within which the withdrawal proceeds will be paid to you as the process of selling investments depends on the

settlement dates of those investments. Therefore, we will pay you the withdrawal proceeds as soon as it is reasonably possible.

CONTRACT NOTES AND REPORTS

We will provide you with all contract notes in respect of all investment transactions carried out in the Platform Products by you via the Tickr Account and all reports that are required to be provided to you in accordance with the FCA Rules, including valuation reports (the "Reports"). You agree that we will provide you with the Reports as part of the Tickr Services via the APP. By downloading the Reports you will be able to obtain the details of all transactions for your chosen period, details of the contents of your Tickr Account, the current market value and the basis of valuation, your income and fees charged.

We will make daily valuations of your Platform Products available to you via the APP.

By entering into the Tickr Agreement and the Platform Agreement you agree and consent to the electronic delivery of contract notes and Reports and all other information required to be provided to you under those Agreements.

CONFLICTS OF INTEREST

When we enter into or arrange a transaction for you we or some other person connected with us may have an interest, relationship, or arrangement that conflicts with the transactions, investments or service concerned. In compliance with our Conflicts of Interest Policy set out in Appendix 4, we shall work towards managing or preventing conflicts from occurring wherever reasonably possible.

Our Conflicts of Interest Policy sets out the types of actual or potential conflicts of interest which may arise given the nature of our business and provides details of how these are managed. Further details and updates of this policy can be provided on request.

In exceptional circumstances, so as to comply with our obligations to you in respect of conflicts of interest under Applicable Law, we may be unable to deal with you in relation to particular investments and be unable to disclose the reason for this.

CUSTODY

Custody and settlement Services will be provided by a third party in accordance with the terms of the relevant Appendices. We may in our absolute discretion engage new third parties to provide custody and settlement services provided that those third parties are authorised to provide those services by the FCA.

EXCLUSION OF LIABILITY

Subject to the FCA Rules, neither we nor any person connected with us, nor any of our agents shall be liable for any loss, costs or expenses (including tax consequences of any transaction or taxation charges arising for any other reason) that may be suffered or

incurred by you as a result of, or in connection with the provision of any Services to which this Agreement applies including any loss of opportunity whereby the value of your Portfolio may have been increased nor for any reduction in the value of your Portfolio as a result of market movements unless, and then only to the extent that, such loss, costs or expenses are caused by our fraud, negligence or wilful default, or by our failure to comply with the FCA Rules for the time being in force.

Except to the extent mandated by Applicable Law, we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition, or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or for any indirect, special or consequential loss, damage, costs, expenses, or other claims (caused by the negligence or otherwise of Tickr or its agents) which arise out of or in connection with the provision of the nature of the Services provided by us to you and our entire liability and/or in connection with this Agreement shall not exceed the amount of the fees payable for the provision of Services during the six month period immediately preceding the date of any claim.

We will not be held liable for any loss incurred by you which arises, either wholly or in part, as a result of force majeure (as set out at clause 23) or an event which is beyond our reasonable control to prevent and the effect of which is beyond our reasonable power to avoid in relation to your Tickr Account and which may arise from delays or changes in market conditions, market fluctuation, currency fluctuation, computer failure, labour dispute, inability to communicate with you, or for any other reason and whereby we are either unable to take or refrain from taking or shall not be obliged to take or refrain from taking any action as a consequence thereof.

Nothing in these Terms shall limit or exclude our liability for personal injury or death caused by our negligence.

No provision of the Tickr Agreement will restrict, qualify or exclude any duty owed to you under applicable laws relating to the provision of services or under the FCA Rules. For further information about your rights under these applicable laws contact your local Citizens' Advice Bureau.

FORCE MAJEURE

In the event of any failure, interruption or delay in the performance of our obligations, resulting from acts, events or circumstances outside our reasonable control (which circumstances shall include, but not be limited to unanticipated dealing volumes, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, acts of God, threats or acts of terrorism, fire, war, civil commotion, insurrection, embargoes, breakdowns, failures, malfunctions or delays caused by any public utility, telecommunications or computer service or systems, and any third party provider of trading or other technology) we shall not be liable for any loss or damage incurred or suffered by you.

REFERRALS

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

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

We may amend or revise the Tickr Agreement or any of these Terms:

- if we are required to do so to comply with the FCA Rules, or any other applicable law or regulation;
- to reflect changes in the costs and expenses that we incur (or reasonably expect to incur) in providing the services to you, including to take account of changes in the rates of inflation, taxes or interest;
- to make these terms fairer to you or easier to understand, or to correct mistakes;
- to reflect changes in market practice or conditions;
- to enable us to make reasonable changes to the way we provide our services as a result of changes in the financial services sector, technology, or available products; and
- to reflect changes to our arrangements with Service Providers.

A change to these Terms that is not detrimental to you can be made with immediate effect and the relevant information will be made available to you within 30 days of the change.

If we make a change to these Terms that may be detrimental to you, we will provide you with at least 30 days' prior notice (unless we are required to make the change sooner, for example, for legal or regulatory reasons, in which case we will make information available about the change within 5 days of making the relevant change).

If we make any change that is detrimental to you, you may notify us within 30 days from the date of such change to terminate your Tickr Agreement and close your Tickr Account without liability for any increase in charges that were proposed in the new terms.

Your continued use of Tickr Services will be deemed acceptance of the updated Tickr Agreement or Terms.

TERMINATION

You are entitled to terminate your Tickr Agreement at any time and for any reason by giving written notice to us to be sent at hi@tickr.co.uk. Such termination shall be effective on the day when we acknowledge receipt of your notice by return email, subject to the completion of outstanding transactions. We will close your Tickr Account as soon as practicable after receiving your notice to terminate the Tickr Agreement.

Our fees (as set out in Appendix 1 the "Fees Document") shall continue to apply until the later of the date of the termination of the Tickr Agreement or the settlement of all outstanding transactions in respect of your Tickr Account.

We may terminate this Agreement at any time, by giving you 30 business days' prior notice, subject to the settlement of all outstanding transactions. Such termination will be effective from the date specified in the notice.

On termination of this Agreement, we reserve the right to cancel, close out, terminate or reverse any transaction or enter into any other transaction or do anything which has the effect of reducing or eliminating any liability under any contracts, positions or commitments undertaken on your behalf.

In addition to other provisions of this Clause 28, we may freeze or terminate your Tickr Account, take steps to freeze transactions through your Platform Product(s) and/or deactivate your access to our Services without giving you advance notice and with immediate effect if:

- your Tickr Account has not held any securities or cash for a period exceeding 18 months;
- there has been no activity on your Portfolio for a period exceeding 18 months;
- you fail to make payment of any of the amounts owed to us under the Tickr Agreement;
- you become insolvent or bankrupt or are subject to any insolvency proceedings/arrangements;
- you have materially breached any of the terms of the Tickr Agreement or have otherwise provided us with false or misleading information; or you are in breach of any of these Terms and have not remedied this breach within three months of us having notified you of such breach;
- you do or fail to do any act which jeopardises the continuance of the Service(s);
- you breach any of the FCA Rules, FSMA or any other Applicable Law and this cannot be remedied; or
- where an Event of Default has occurred with respect to you or as set out at clause 29; or
- where you have failed to provide information and/or documentation which we are required to obtain from you in order to comply with our anti money laundering obligations, whether initially or on an ongoing basis;
- we may also terminate the Tickr Agreement immediately if we reasonably believe that providing you with Services exposes us to action or censure from any law enforcement, government or regulatory body (including, without limitation, the FCA).

Where we terminate the Tickr Agreement immediately or freeze your Tickr Account as set out above, we will inform you in writing immediately through any available medium of our decision and our reasons for making that decision.

Termination will not affect any outstanding transactions or any rights or obligations which may already have arisen. However, transactions in progress at the date of termination will be completed by us as soon as practicable. Termination will not affect any provision of these Terms of Business which is expressly stated to survive termination.

On termination of the Tickr Agreement (for any reason), we will re-register your assets and transfer your cash as you reasonably request. If you make no reasonable request, we may, at our discretion take steps to re-register your assets into your own name and to transfer your cash to you, or take advice from HMRC as to the appropriate steps in the circumstances.

If relevant to you, please see the ISA Terms set out in Appendix 2 ("**Additional ISA Terms**").

We will pay any money due to you by Direct Bankers Automated Clearing System Credit to your nominated bank account. If an attempt to pay you by this method is rejected, we will require that you confirm your bank account details so that we can transfer the closing balance to your chosen bank account. As an alternative, we reserve a right to issue you a cheque, which will be posted to the last address you provided to us. We may also make payment to any debit card held on file.

AGREEMENT NOT TRANSFERABLE

Unless we consent in writing, your rights under this Agreement and any transactions effected under or pursuant to it are non-assignable and unenforceable by third parties whether under the Contract (Rights of Third Parties) Act 1999 or otherwise and your obligations shall not be capable of performance by anyone else.

We may assign our rights and obligations under the Agreement at any time without your consent to:

- another entity within our group; or
- to a third party outside of our group where we reasonably consider that the transfer will not compromise your rights under the Tickr Agreement and the services to be provided to you.

Unless it is impracticable in the circumstances, we will give you 30 days' prior notice of any such assignment.

If we assign our rights and obligations, you may notify us within 30 days from the date of such assignment to close your Tickr Account without charge.

INVALIDITY OF PROVISIONS

Each provision of the Tickr Agreement is severable and if any provision or part-provision is or becomes invalid, illegal or unenforceable for any reason or contravenes any Applicable Law, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. However, the remaining provisions will not be affected and will remain enforceable.

TAXES

As a consequence of using our Services, you may alter your personal tax position. The levels of and bases of taxation can change and you should consult your own tax adviser in order to understand any applicable tax consequence that might arise. We do not provide tax advice and will not be responsible for the tax consequences of any transactions.

All sums payable by you under these Terms are inclusive of all applicable taxes, and taxes will be included in amounts charged to your Tickr Account by us at the same time as the sums to which they relate.

You will at all times be fully responsible for payment of all other taxes due in relation to any Services we carry out for or with you or any money and securities in your Tickr Account.

You acknowledge that neither we nor any associated companies are providing tax advice to you.

REPRESENTATIONS

You represent, warrant and undertake to us that, both at the date of this Agreement and at the time of any transaction we or Service Providers may enter into on your behalf:

you have full power and authority to enter into this Agreement and to perform all your obligations hereunder and, in respect of the Services, to instruct us to execute or arrange any transaction in investments as set out herein;

you have adequate resources to enter into and perform any such transaction which you decide to undertake;

all information you have given, or shall give, to us is true and complete as of the date of this Agreement and at the time of any transaction and any changes to such information will be promptly notified to us.

GOVERNING LAW AND ENTIRE AGREEMENT

This Agreement is governed by and shall be construed in accordance with English law and each party submits to the exclusive jurisdiction of the English Courts for the resolution of disputes. This Agreement, together with the other documents referred to in it, constitutes the whole agreement between us, and supersedes all previous terms agreed between us.

EVENT OF DEFAULT

If at any time an Event of Default shall occur and be continuing with respect to you in respect of any Services, we shall be entitled, without prior notice to you, to take any of the following actions: (a) terminate our agreement with immediate effect and treat any or all outstanding transactions between you and us or our Associates as having been cancelled or terminated; and (b) notwithstanding our rights under Clause 19, close out, replace or reverse any transaction, enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our or our Associates' loss or liability under or in respect of any contracts, positions or commitments.

APPENDIX 1

FEES DOCUMENT

A full description of the fees is set out below:

You will pay the following fees to Tickr in connection with your Tickr Account:

£1 per calendar month in advance ("The App Fee"). Your first month or part thereof is free of this charge. Thereafter, this fee will be debited from your nominated debit card. The payment date will be on the same date each month corresponding with the day of the month that your identity was successfully verified. In the event of the payment date falling in any particular month on a date which does not exist in that month, the payment shall be taken on the day which would otherwise have been that date. Should the debit card payment not be authorised we will be entitled to attempt to collect that payment every 24 hours thereafter. Should we be unable to collect from your debit card after 30 days you acknowledge that we shall have the right to debit any due sums from your Platform Products.

There is an annual platform charge equal to 0.30% of the value in excess of £3,000 of each of your Platform Products. This includes custody of your investments and trading costs, together "The Platform Charge".

The Platform Charge is calculated at the end of each month based on the value of the investments held in each of your Platform Products that exceeds £3,000 and charged at 1/12th of the annual fee of 0.30%. The monthly charge is therefore 0.025%.

Where the aggregate value of your platform products is less than £3,000 there will be no annual platform charge payable. Where the aggregate value of your platform products is in excess of £3,000 in any given month, the annual platform charge will be payable and non-refundable for that month notwithstanding that the aggregate value of your platform products may drop below that £3,000 in subsequent months.

Additional Fund Management Charges apply

The managers of the Funds will also levy a fund management charge on your Fund investments.

These charges (and certain other expenses) are included in the Fund valuations. However, whilst you do not pay these charges directly, they will affect your overall return.

The following tables should help you understand the impact of the above fees:**Table 1 – Annualised Charges**

This table illustrates the annualised charges for an investment of £10,000 with a Balanced allocation, investing in the 'combination' theme.

| Cost type | (%) Percentage | (£) Value |
|---|-------------------|--------------|
| Product costs: These are the charges levied by the underlying funds (referred to in item 2 above). | 0.3575% | £35.75 |

| | | |
|---|----------------|---------------|
| Service costs: These are the costs associated with the platform and administration services (referred to in item 1 above). | 0.33% | £33.00 |
| Total Costs | 0.6875% | £68.75 |

Table 2 – Itemised Annualised Charges

This table itemises the annualised charges (in Table 1) for an investment of £10,000 with a Balanced allocation.

| Product Costs | Description | (%) Percentage | (£) Value |
|----------------------|---|---------------------------|----------------------|
| One-off costs | Entry & exit costs | - | - |
| Ongoing costs | The annual management charge and other fund expenses | 0.3575% | £35.75 |
| Transaction costs | Costs incurred by buying and selling underlying investments | - | - |
| Incidental costs | The impact of any performance fee | - | - |
| Service Costs | Description | (%) Percentage | (£) Value |
| One-off costs | Entry & exit costs | - | - |
| Ongoing costs | Annual ISA/GIA plan charge | - | - |
| Transaction costs | Dealing fees, platform fees (Platform Charge) & App Fee | 0.33% | £33 |
| Ancillary costs | Costs related to ancillary services not included above | - | - |
| Incidental costs | The impact of any performance fee | - | - |

Table 3 – Effect of costs on returns

This table illustrates the cumulative effect of costs on return for a **£10,000** investment into the **Balanced** allocation, invested in the combination theme, with an assumed net growth rate of **5.00%**. (This figure is for illustrative purposes and is not indicative of typical past performance or is it a prediction of future performance, the actual performance of your portfolio will depend on your theme choice, risk level and individual performance of the funds you select). NB that the App Fee is fixed and so the service costs percentage may be higher or lower depending on the sums invested.

| Description | (£) Value |
|---|------------------|
| Amount to be invested (there are no entry costs) | £10,000.00 |
| What you might get back if there were no charges at all | £10,500.00 |
| What you might get back after charges | £10,431.25 |

APPENDIX 2

PLATFORM TERMS

This document explains how your Tickr Account is operated. It sets out the terms and conditions for the Platform Products. It should be read as part of the overall Terms.

GENERAL TERMS

We shall provide the Platform Products in accordance with your instructions and selections, and shall provide dealing, safe custody, settlement and post-execution services in respect of your investments (together, the "Platform Services"). Where you have selected an ISA, then the **additional** terms set out at Appendix 3 headed "Additional ISA Terms".

We will at all times provide the Platform Services to you in accordance with the terms of the Platform Agreement, all applicable laws and all applicable FCA Rules.

If you materially breach these Terms then we reserve the right, without further notice, to close your Platform Products, withdraw access to the Platform Service, require you to Transfer Out your Platform Products to an alternate provider, or any combination of these.

We do not provide advice about our products or allowable investments. The Platform Products are only available to direct investors. If for any reason you are unsure about or do not understand these Terms or any other aspect of the products or services then you should seek appropriate financial advice and/or contact Tickr at hi@tickr.co.uk for any general enquiries BEFORE making any commitment.

The value of each Platform Product must be maintained above the minimum value of £5.00. We may change the minimum value from time to time and will notify you of any such change. In the event that the value of a Platform Product remains below this value for more than a 12-month period, then we may close your relevant Platform Product by giving notice to you.

The Platform Products are only available through the Tickr Services; accordingly, all reports and documentation will be provided to you for access via the APP. By subscribing to take out a Platform Product, you agree that you do not require us to provide reports, statements, contract notes or other documentation associated with your Platform Product other than in electronic form via these means. You must also keep up to date contact details so that we can notify you when any important documents are sent via the Tickr Services.

You accept that where we are required to provide you with written notice then this will be given to you by means of electronic correspondence as set out above.

There may be circumstances that require us to review these Terms and the changes being made. In this event, we will notify you advising you of any amendments to these Terms at least 30 days prior to the change taking effect. However, we reserve the right in extreme circumstances to vary these Terms with shorter notice e.g. a change to an existing, or implementation of a new regulatory requirement which we have to action immediately.

Value added tax will be levied on all appropriate expenses and fees at the prevailing rate.

You authorise us to provide HMRC with all the relevant information about your Platform Product(s) and its investments.

We reserve the right to sell investments if there is insufficient cash to meet the amount of any ongoing costs or charges.

We have categorised you as a Retail Client for all purposes of the FCA Rules. As a Retail Client you will benefit from the greatest level of protection available under the regulatory system.

RELATIONSHIP WITH THIRD PLATFORM SERVICES

1.1 We have entered into an agreement (**Agreement**) with Third Platform Services Limited, (**Third Platform Services**), on behalf of ourselves and each of our clients whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this agreement. Third Platform Services may also provide additional services such as investment dealing services as we may from time to time agree with Third Platform Services.

1.2 Third Platform Services, with company number 09588254, has its registered office at 17 Neal's Yard, London, WC2H 9DP. Third Platform Services is authorised and regulated under register number 717915 by the Financial Conduct Authority (**FCA**) which is at 12 Endeavour Square, London E20 1JN and is a member of the London Stock Exchange.

1.3 The current terms and conditions of Third Platform Services and the principal terms of the Agreement with them as it applies to our clients, including you, are set out or summarised below.

1.4 In consideration of Third Platform Services making their services available to you, you

agree
that:

1.4.1 we are authorised to enter into the Agreement on your behalf as your agent and that you are bound by the terms of the Agreement as summarised in this Schedule which constitute the formation of a contract between you and ourselves and also between you and Third Platform Services;

1.4.2 we are authorised to give instructions (as provided for in our terms of business (**Terms**) and the Agreement) and provide information concerning you to Third Platform Services and Third Platform Services shall be entitled to rely on any such instructions or information without further enquiry;

1.4.3 Third Platform Services is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Third Platform Services.

1.5 Third Platform Services neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any

Model B Agreement – V2.5₅₆

transaction or order and relies on information provided to it by us in respect of all such matters. In the same way we are not responsible for Third Platform Services' actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

2. CATEGORISATION AND CAPACITY

2.1 For the purposes of the FCA Rules, Third Platform Services shall (unless otherwise separately notified to you by them) adopt the same client categorisation in relation to you as that determined by us and rely on information provided to them by us as to that categorisation.

2.2 The following provisions shall apply to you if you fall within the categories specified below
:

2.2.1 joint account holders shall be jointly and severally liable to Third Platform Services and Third Platform Services may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;

2.2.2 the trustees of any trust shall be regarded as Third Platform Services' client (as opposed to any beneficiary) and shall be jointly and severally liable to Third Platform Services; and

2.2.3 all the partners of any partnership which is Third Platform Services' client shall be jointly and severally liable to Third Platform Services.

2.3 Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain, liable to Third Platform Services as principal in relation to any bargains which are to be performed under the terms set out in this Schedule and Third Platform Services will treat you as its client under the FCA Rules. You agree that you will be liable to Third Platform Services jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to Third Platform Services.

3. CLIENT ACCOUNTS

3.1 Third Platform Services shall open and maintain one or more account(s) on its books in connection with the services to be provided by Third Platform Services under the terms set out in this Schedule. Any cash and investments delivered by you or held for your account shall be recorded in such account(s).

4. COMMUNICATION AND INSTRUCTIONS

4.1 Third Platform Services shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as Third Platform Services may require. In the absence of actual notice

Model B Agreement – V2.5⁵⁷

in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Third Platform Services shall be entitled to rely upon and act in accordance with any instruction which Third Platform Services believes in good faith to have been given by us and our agents on your behalf. Third Platform Services reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Third Platform Services will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third Platform Services' reasonable control.

4.2 Third Platform Services may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Third Platform Services will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA.

4.3 You should direct all enquiries regarding your account to us and not to Third Platform Services.

4.4 Any communications (whether written, oral, electronic or otherwise) between you, us and/or Third Platform Services shall be in English.

5. DEALING

5.1 Third Platform Services will be responsible for executing bargains as instructed by us

on your
behalf.

5.2 For this purpose we, rather than you, shall be Third Platform Services' client for the purposes of the FCA Rules. If Third Platform Services provides dealing services for your account and in doing so executes a transaction on your behalf the following provisions shall apply:

5.2.1 all such bargains shall be executed by Third Platform Services subject to applicable FCA rules and guidance (**FCA Rules**) and the rules of any relevant exchange, market or other execution venue;

5.2.2 instructions from us in relation to such bargains will be regarded by Third Platform Services as specific instructions from you;

5.2.3 bargains will be conducted in accordance with Third Platform Services' execution policy as amended from time to time, details of which are available at the following web address – thirdplatformservices.co.uk - including the possibility that it will execute some bargains otherwise than on an exchange, market or other execution venue within the European Economic Area (**EEA**);

5.2.4 Third Platform Services may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders. You acknowledge that aggregation of such orders

Model B Agreement – V2.5₅₈

may operate on some occasions to your advantage and on some occasions to your disadvantage;

5.2.5 Third Platform Services may aggregate any order with its own orders, orders of connected persons and orders of other customers and clients. Third Platform Services will only aggregate orders if the conditions set out in the relevant FCA Rules are met: that it would be unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated; and that Third Platform Services will disclose to each client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order; and that an order allocation policy will be established and effectively implemented. This disclosure is taken as compliance with that requirement;

5.2.6 following the execution of any bargains by Third Platform Services we will, unless you have otherwise instructed us, send a contract note or advice to you. The terms of any contract note shall be conclusive as to any matter contained or

provided in such note unless Third Platform Services is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

6. SETTLEMENT OF TRANSACTIONS

6.1 All bargains will be due for settlement in accordance with the terms of the relevant contract note or advice. You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and or/any relevant cash balance are delivered, transferred or paid to Third Platform Services (or to Third Platform Services' order) in sufficient time on or before the contractual settlement date to enable Third Platform Services to settle the transaction and that all cash and investments held by, or transferred to Third Platform Services will be and remain free from any lien, charge or encumbrance. All payments due to Third Platform Services will be made without set-off, counterclaim or deduction.

6.2 You acknowledge that in settling bargains on your behalf, Third Platform Services is acting as agent on your behalf and that Third Platform Services will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depositary or transfer agent and delivery or payment will be at your entire risk.

6.3 You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that Third Platform Services shall have no obligation to account to you for any such cash or investments until you have performed your obligations in relation to such bargains and Third Platform Services, as your agent, has been able to settle the transaction. Third Platform Services shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any such cash

Model B Agreement – V2.5₅₉

received by Third Platform Services under a relevant settlement in discharge or reduction of any of your obligations in relation to such bargains.

6.4 All bargains will be settled in accordance with:

6.4.1 the rules, customs and practices of the exchange, market or other execution venue on which the bargain was executed and their related clearing house, clearing system or depositary; and

6.4.2 the terms of any applicable agent or custodian employed by Third Platform Services, including but not limited to, any right of reversal of any bargain (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

7. CUSTODY

7.1 Third Platform Services will register your investments either:

7.1.1 in an account designated with your name, if this has been requested by
US;
or

7.1.2 in the name of our nominee or a custodian nominated by Third Platform
Services (which may be Third Platform Services' own
nominee).

7.2 All investments held in custody will be pooled and allocated between clients in accordance with the FCA Rules in particular the FCA Custody rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuer's register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis.

7.3 Third Platform Services will be responsible for receiving and claiming dividends and interest payments to be credited to you. TPS will also credit any trail, renewal or similar commission it receives for your account. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by Third Platform Services and/or the payee in accordance with applicable legal or regulatory requirements. Third Platform Services will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses Third Platform Services may incur in receiving and claiming dividends, interest payments and commission. Third Platform Services, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.

7.4 Third Platform Services shall not be responsible for informing us of any Corporate Actions or events concerning investments held in custody including take-over offers, capital reorganisations, company meetings, conversion or subscription rights but will

Model B Agreement – V2.5₆₀

nevertheless do so insofar as reasonably practicable. Third Platform Services will take up or participate in such events as instructed by us provided that such instructions are received within such time as Third Platform Services may stipulate. All entitlements relating to Corporate Actions in connection with investments held in pooled accounts will be allocated as far as is reasonably

possible on a pro-rata basis, however, Third Platform Services may if this is not possible adjust the allocation of entitlements in such a way as appears to them to achieve a fair treatment for all participants in the pool.

7.5 Third Platform Services may appoint agents, nominees and custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services may also appoint sub-custodians (including sub-custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as Third Platform Services considers appropriate. Third Platform Services will exercise reasonable care in the selection of agents, nominees and custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules which it will copy to us within a reasonable time before the Custodian is appointed. Third Platform Services may from time to time notify us of its arrangements for holding securities in its own name or the name of its nominees and you agree that any such arrangements as so notified shall be binding on you. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any agents, nominees and custodians, securities depository, intermediate broker, clearing or settlement system or participant in such a system. In the case of any investments held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of investments.

8. CLIENT MONEY

8.1 Any money (in any currency) received by Third Platform Services for the account of any Client will be received and held by Third Platform Services in accordance with the FCA Rules in particular the FCA Client Money rules. Client Money will (unless we instruct Third Platform Services to pay such money into an individual Client account established by us) be held in an omnibus Client Money account with an approved bank, or banks, nominated by Third Platform Services in which Third Platform Services will hold all money it is holding on behalf of our Clients.

8.2 In the event of an irreconcilable shortfall in the omnibus Client Money account following a default of an approved bank or any third party holding money on behalf of our Clients (such as a clearing house, settlement or money transfer system) you may not receive your full entitlement and may share in any shortfall on a pro rata basis. It is our responsibility to bring these arrangements to your attention.

8.3 Third Platform Services may, from time to time, hold Client Money in a client bank account with an approved bank outside the United Kingdom. In such circumstances,

Model B Agreement – V2.5₆₁
the legal and regulatory regime applying to the approved bank with which such

money is held will be different from that of the United Kingdom and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money was held by an approved bank in the United Kingdom. It is our responsibility to bring these arrangements to your attention.

8.4 Third Platform Services will pay interest on Client Money at such rate as it may specify and such interest will be credited to each Client Money account not less than once every six months.

8.5 You agree that Third Platform Services will cease to treat as Client Money any unclaimed balances after a period of six years and Third Platform Services has otherwise taken reasonable steps to trace you and return any balance to you. Third Platform Services will nevertheless make good any subsequent valid claim against such balances.

8.6 Third Platform Services may also appoint agents, sub-nominees and sub-custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services will exercise reasonable care in the selection of agents, sub-nominees and sub-custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system. In the case of any securities held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of securities.

8.7 Third Platform Services reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Third Platform Services for your account.

9. SECURITY AND DEFAULT

9.1 As continuing security for the payment of all sums due to Third Platform Services including any present and future obligations by you, you hereby agree to grant and grant Third Platform Services:

9.1.1 a continuing general lien and right of set-off over and in respect of, all and any investments, documents of title to property, documents representing property and all money, investments and other assets of any nature held by or subject to the control of Third Platform Services (its nominees and custodians) for your account (including, without limitation, the benefit of all contractual rights and obligations and any proceeds of sale).

9.2 You and we will, at the request of Third Platform Services, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints Third Platform Services as their attorney to take any such action on their behalf.

9.3 You represent and warrant, jointly and severally with us, to Third Platform Services that all money, investments or other assets of any nature transferred to or held by Third Platform Services their nominees and custodians for your account are your sole and beneficial property or are transferred to or held by Third Platform Services their nominees and custodians with the legal and beneficial owner's unconditional consent and are free of such owner's interest and, in any event, are and will be transferred to or held by Third Platform Services their nominees and custodians free and clear of any lien, charge or other encumbrance and undertake that neither you nor we will charge, assign or otherwise dispose of or create any interest therein.

9.4 If you fail to comply with any of your obligations to Third Platform Services, the security interest referred to in Clause 9.1 shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by this Agreement) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to this Agreement. In such circumstances Third Platform Services may without prior notice and free of any interest of yours, sell, charge, pledge, deposit, realise, borrow or otherwise deal, with any investments or other assets Third Platform Services their nominees and custodians are holding for your account on any terms it considers appropriate. The proceeds of any sale or realisation of such investments or other assets and any moneys from time to time deposited with or held by Third Platform Services their nominees and custodians under this Agreement, shall be applied towards the satisfaction of your liabilities to Third Platform Services.

9.5 Third Platform Services shall have no liability whatsoever to you or us for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you or us in consequence of any exercise by Third Platform Services of any right or remedy hereunder and any purchase, sale, or other transaction or action that may be undertaken by Third Platform Services shall be at such price and on such terms as Third Platform Services shall reasonably determine.

9.6 In exercising any right or remedy pursuant to this Clause 9, Third Platform Services is authorised to combine accounts, effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of, you or us, at such rates and in such manner as Third Platform Services may reasonably determine.

9.7 No third party shall be required to enquire as to the validity of the exercise by Third Platform Services of its powers under this Clause

9.

10. LIABILITY AND INDEMNITY

10.1 Neither Third Platform Services, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by Third Platform Services of its services, save that nothing in the terms set

Model B Agreement – V2.5⁶³

out in this Schedule exclude or restrict any liability of Third Platform Services resulting from:

10.1.1 death or personal injury;

10.1.2 breach of any obligation owed to you under the regulatory system; or

10.1.3 the negligence, fraud or wilful default of Third Platform Services.

10.2 Third Platform Services shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by Third Platform Services negligence and/or breach of contract and even if such loss was reasonably foreseeable or Third Platform Services had been advised of the possibility of your incurring the same.

10.3 You undertake to indemnify Third Platform Services and each of its directors, employees and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than Third Platform Services' corporation tax) which are caused by:

10.3.1 the provision by Third Platform Services of its services to you;

10.3.2 any material breach by you of any of these Terms;

10.3.3 any default or failure by you in performing your obligations to make
delivery or payment when due;
or

10.3.4 any defect in title or any fraud or forgery in relation to any investments delivered to Third Platform Services by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.

10.4 Third Platform Services shall not be entitled to be indemnified against the consequences to it of its breach of any obligation owed to you under the regulatory system or its own negligence, fraud or wilful default.

10.5 Third Platform Services shall not be responsible or liable for any failure to provide any of the services if such failure results wholly or partly from any event or state of affairs beyond Third Platform Services' reasonable control (including, without limit, any failure of communication or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange, market or other execution venue, clearing house, broker, intermediary, settlement agent or OTC counterparty or any fire, flood or other natural disaster) and, in such circumstances, all and any of Third Platform Services' obligations shall be suspended pending resolution of the event or state of affairs in question.

Model B Agreement – V2.5⁶⁴

10.6 The provisions of this Term shall continue to apply notwithstanding the fact that we or Third Platform Services cease to provide services and shall be in addition to any other right of indemnity or claim whether pursuant to these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

11. CHARGES

11.1 Any fees or charges payable by you in relation to the services provided by Third Platform Services and taxes payable via Third Platform Services will be set out in our charging schedule as notified to you from time to time. Third Platform Services is entitled to pay such charges out of assets and money held for you or by set off under Term 9 or to require you to pay them direct to it or via us. You may be liable for other taxes or charges not payable via Third Platform Services.

12. CONFLICTS OF INTEREST

12.1 Third Platform Services or its associates may provide services or enter into bargains in relation to which Third Platform Services, or its associates, has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. Third Platform Services or any of its associates may, for example:

12.1.1 be the counterparty to a transaction that is executed by Third Platform Services (whether or not involving a mark-up or a mark-down by Third Platform Services or its associates);

12.1.2 be the financial adviser to the issuer of the investment to which any instructions relate;

12.1.3 have a (long or a short) position in the investments to which any instructions relate;
or

12.1.4 be connected to the issuer of the investment to which any instructions relate

12.2 Third Platform Services may receive remuneration from fund managers in connection with Third Platform Services providing services to them. These payments are calculated by reference to the value of assets that Third Platform Services holds in custody for its clients.

12.3 Third Platform Services has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to pay due regard to the interests of their clients, treat them fairly and manage conflicts of interest fairly, both between themselves and their clients and between different clients.

Model B Agreement – V2.5⁶⁵

12.4 You acknowledge that neither Third Platform Services nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above.

13. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION

13.1 Third Platform Services may use, store or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. In the UK, Third Platform Services operates in accordance with, applicable data protection legislation. The Agreement sets out certain obligations on Third Platform Services as the Data Processor of your personal information, as required by that legislation.

13.2 The information Third Platform Services holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services.

Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third Platform Services will only disclose your information to third parties in the following circumstances:

13.2.1 where required by law or if requested by the FCA or any other regulatory authority or exchange having control or jurisdiction over Third Platform Services (or any associate);

13.2.2 to investigate or prevent fraud or other illegal activity;

13.2.3 in connection with the provision of services to you;

13.2.4 for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;

13.2.5 if it is in the public interest to disclose such information;

13.2.6 at your request or with your consent. This is of course subject to the proviso that Third Platform Services may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes.

13.3 Third Platform Services will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

13.4 Please be advised that, in using the service, you explicitly agree that Third Platform Services may send your information internationally including to countries outside the European Union, including the United States of America. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK in terms of the possible risks and safeguards. However, Third Platform

Model B Agreement – V2.5⁶⁶

Services will always take steps to ensure that your information is used by third parties in accordance with its policy from time to time.

13.5 In accordance with data protection laws you are entitled to a copy of the information Third Platform Services hold about you. In the first instance, you should direct any such request to us and we will pass your request on to Third Platform Services. You should let us know if you think any information Third Platform Services holds about you is inaccurate and we will ask Third Platform Services to correct it.

14. COMPLAINTS

14.1 In the event of any complaint regarding Third Platform Services' services you should contact the Compliance Officer of Third Platform Services.

14.2 The Compliance Officer will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating, the Compliance Officer will write to you detailing the results of the investigation and offering, where appropriate, redress.

14.3 Third Platform Services will consider a complaint to be closed in any of the following

circumstances
:

(a) If at any time you have accepted in writing an offer of redress or have written to the Firm confirming that you are satisfied with the Firm's response to the complaint (or simply confirm in writing that you wish to withdraw the complaint). The Compliance Officer will write to you acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or

(b) If you have not replied to an initial or interim letter offering redress having been invited to do so within eight weeks of the date of the letter.

15. INVESTOR COMPENSATION

15.1 Third Platform Services is covered by the UK Financial Services Compensation Scheme. Depending on the type of business and your circumstances, compensation, may be available from that scheme if Third Platform Services cannot meet its obligations to you. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

16. AMENDMENT

16.1 You agree that Third Platform Services has the right under the Agreement to alter these Terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice. We are unable to influence any such amendments.

17. GENERAL

17.1 Third Platform Services' obligations to you shall be limited to those set out in these Terms and Third Platform Services shall, in particular, not owe any wider duties of a fiduciary nature to you.

17.2 No third party shall be entitled to enforce these Terms in any circumstances.

17.3 Any failure by Third Platform Services (whether continued or not) to insist upon strict compliance with any of the Terms set out this Schedule shall not constitute nor be deemed to constitute a waiver by Third Platform Services of any of its rights or remedies.

17.4 These Terms shall be governed by English law and you hereby irrevocably submit for the benefit of Third Platform Services to the non-exclusive jurisdiction of the courts of England.

APPENDIX 3

ADDITIONAL ISA TERMS

If you hold an ISA and you cease to be resident in the UK, you must inform us immediately. Subscriptions to your ISA are not permitted whilst you are not resident in the UK but we will keep your ISA open.

You must not subscribe to a Tickr ISA if you have already subscribed to any other ISA in the same tax year, unless you are transferring that ISA to us. You may only subscribe to a Tickr ISA from your own cash.

If any investment in your ISA ceases to be permitted by the ISA Regulations, then we will inform you of the options available. If we do not receive an appropriate response within 30 days, then we reserve the right to sell that investment.

The tax advantages of your ISA will cease in the event of your death and we will close your ISA.

We will hold your ISA investments, together with any income that accrues after your death in our client account until we can pay it according to the executors' or personal representatives' instructions. We will cease to reclaim tax on any income distributions received after the date of your death and will repay to HMRC any tax refunds already received in respect of income paid after the date of your death.

We will only accept cash Transfers In. Partial Transfers In will not be accepted.

You may only Transfer In all of a Previous Tax Years' subscription with another ISA manager and must Transfer In all of the Current Tax Year subscriptions from another

ISA manager. We may accept Transfers In of part of a Previous Tax Year's subscription at our discretion.

You can request us to transfer all of your current tax year's ISA, and all or part of your previous tax years' ISAs, held with us to another ISA plan manager. Transfers Out in specie are subject to administration fees.

You will need to contact your new ISA plan manager and make arrangements in accordance with their requirements. Your new ISA plan manager will need to contact us to arrange for the transfer.

APPENDIX 4

SUMMARY OF CONFLICTS MANAGEMENT AT TICKR

Tickr is committed to maintaining the highest professional standards. We endeavour to identify, consider and manage potential conflicts of interest to ensure that we treat all of our customers fairly and in accordance with FCA Rules and principles.

NATURE OF A CONFLICT OF INTEREST

In essence, a conflict of interest is a situation in which Tickr (or any of its personnel) finds itself in a position where its own interests conflict with the duties and obligations owed to its clients or, a situation in which Tickr's duty to one client conflicts with its duty to another. Identifying conflicts of interest for the purposes of identifying the types of conflict and potential conflicts that arise which may entail a material risk of damage to the interests of a client, we must take into account whether Tickr or its directors, employees or contractors ("Tickr Personnel") or any other person linked by control to Tickr:

is likely to make a financial gain, or avoid a financial loss, at the expense of a client;

has an interest in the outcome of a service provided to a client or transaction carried out on behalf of a client, which is distinct from the client's interest in that outcome;

has an incentive to favour the interest of another client or group of clients over the interests of the client;

carries on the same business as a client, or

receives or will receive from a person other than a client an inducement in relation to a service provided to the client, in the form of remuneration, goods or services.

CONFLICT SITUATIONS

We have identified a number of situations which may give rise to a potential conflict of interest. These situations include, but are not limited to, the following:

we receive gifts, entertainment or other monetary and non-monetary benefits from our service providers or business partners (for example, the fund managers of the Funds we make available to clients through the APP), which could give rise to a conflict with respect to the duties that we owe to our clients;

Tickr Personnel who have outside commitments (e.g. directorships or other outside business interests) may be influenced to act in a manner that conflicts with the interests of Tickr or its clients; and

where Tickr Personnel invest for their own account in certain investments which are retained as investments for client accounts.

CONFLICT AVOIDANCE and CONFLICT MANAGEMENT

We seek to organise our business in such a way as to avoid conflicts of interest arising.

For conflicts of interest which are unavoidable, we have put in place procedures which are designed to ensure that the management of any conflict takes place in such a way that Tickr (and its personnel) are not advantaged and that no client is disadvantaged. All of our employees are provided with training in these procedures and the standards of conduct expected of them. Tickr's Board of Directors remains responsible for ensuring that such procedures are appropriate and that employees act accordingly. Specifically, we have put in place the following procedures to assist in our identification and management of conflicts of interest:

Conflicts Log: we maintain a list of all potential conflicts of interest identified. With respect to each conflict, the log details the measure put in place to monitor and manage the conflict of interest;

Gifts & Entertainment Policy: we ensure that all Tickr Personnel are subject to appropriate restrictions and monetary limits for any gifts or entertainment received;

Personal Account Dealing Policy: we ensure that all Tickr Personnel pre-clear and report any personal trading activity which may conflict with the interests of our clients;

Pre-approval process for all outside business interests: we ensure that our personnel's external commitments do not conflict with the interests of Tickr or its clients;

Protection of information: we maintain appropriate safeguards to protect sensitive or confidential information which could give rise to conflicts of interest. These measures are designed to prevent unauthorised access, inappropriate use, or inappropriate dissemination of such information. Details of these arrangements are described in our Privacy Policy; and

Separation of functions: where our internal functions might give rise to conflicts of interest, we put in place arrangements to separate such functions and ensure that separate management and reporting lines are established.

If we are not reasonably confident that we are able to manage a particular conflict to adequately protect the interest of a client, the general nature and/or source of conflicts of interest will be clearly disclosed before we undertake any business. We may

aggregate your personal data with that of other clients and license or sell it to third parties in anonymised form.

APPENDIX 5

ORDER TRANSMISSION POLICY

We are committed to treating you fairly when we manage your Tickr Account. As part of this commitment, we have prepared this Order Transmission Policy (“the Policy”) to provide you with information on how we will receive and transmit your Orders.

Under the FCA’s Rules, when transmitting Orders to other entities for execution, we are required to act in your best interests and to take all reasonable steps to obtain the best possible result (the “Best Execution Obligation”). This Policy therefore sets out the most important aspects of the arrangements that we have put in place to comply with our Best Execution Obligation.

Unless otherwise defined in this Policy, defined terms shall have the same meaning as in the Terms.

By opening a Tickr Account you agree to this Policy. You understand that we must keep this Policy under review. We therefore review it at least once a year. If we update this Policy we will let you know by sending you a message via the APP.

The factors (the “Execution Factors”) that we take into account when placing Orders on your behalf will include:

the price of the investment;

the costs associated with the transaction;

the likely speed of getting the transaction done;

the likelihood of execution and settlement;

the size and nature of the order; and

any other consideration relevant to the execution of the order in question (including market impact).

While price and costs will generally be the key factors in any decision to deal, the overall benefit to you of a particular transaction may be affected by the other Execution Factors. This means that our obligation to try to obtain the best possible result when carrying-out our Orders may not necessarily always equate to the best headline price in every case.

When determining the relative importance of each of the Execution Factors we will take into account the following criteria:

the fact that we have classified you as a “Retail Client”;

the characteristics of the particular order, and the characteristics of the investment that is subject to that Order; and

the characteristics of the execution venues on or with which the Order can be placed.

We receive Orders from you through the APP and transmit these for execution. When we receive an Order from you we will transmit this Order for execution on the relevant Dealing day.

Orders for Funds can only be executed through the operator of the Fund and, therefore, there is only one venue on which we are able to execute your order.

We may aggregate (combine) Orders placed in respect of your Tickr Account with Orders of their other clients for execution. However, the effect of order aggregation may, on some occasions, work to a particular client’s disadvantage.

If you wish to withdraw funds from your Tickr Account or close it, we may have to liquidate investments in order to meet your instruction. If you have given us specific instructions (for example, if you have asked us to satisfy the withdrawal request by a specific deadline), this may limit the extent to which we are able to abide by this Policy.

We will not advise you on the purchase or disposal of your investments.

By agreeing to these Terms you will be giving your consent to our best execution arrangements. Details of the best execution arrangement are included within our Trade Execution Policy which is available upon request.

APPENDIX 6

CUSTOMER INVESTMENTS AND RISKS

GENERAL RISKS

1.1 Risk of loss in value: The investments held for your Tickr Account are subject to loss in value. There can be no assurance that any appreciation in the value of investments will occur. The value of investments and the income (if any) derived from them may fall as well as rise and you may not recoup the original amount you invested. You may lose the value of your entire investment.

1.2 Fluctuations in value: The investments held for your Tickr Account are subject to fluctuations in value over time. The extent to which your Tickr Account will be subjected to such fluctuations will depend on, among other things, the composition of investments held for your Tickr Account.

1.3 Past performance: The past performance of your investments is not a guide to future performance. Tickr does not guarantee the performance of your Tickr Account.

1.4 Investment Horizon: an investment in Funds should be considered as a medium to long-term investment.

2. GENERAL RISKS RELATING TO INVESTMENTS IN FUNDS

2.1 The investments held for the benefit of your Tickr Account will be made solely in Funds. There are a number of general risks associated with such investments, a number of which are summarised below:

The performance of a Fund is dependent on its investment policy and strategy, the skills and expertise of those responsible for managing its investments, and the market(s) in which it invests.

Funds may be valued for pricing and dealing purposes on a frequent basis (for example, daily or weekly) or an infrequent basis (for example, monthly or even less frequently). Certain Funds may therefore represent relatively illiquid investments.

A Fund may be subject to suspensions in valuation, during which time dealing in a Fund will not be possible. Such suspensions generally occur in exceptional conditions, for instance where the investments of the Fund cannot be accurately valued or during periods of significant market turmoil.

UK authorised Funds will generally benefit from higher levels of regulatory supervision. Depending on their nature and the jurisdiction(s) in which they are regulated, other funds which may be available to you via the APP from time to time may be subject to a lower level of regulatory supervision.

Investments made in Funds denominated in currencies other than Pounds Sterling (or Funds, the investments of which are denominated in currencies other than Pounds Sterling) give rise to exchange rate risk.