QUILTER CHEVIOT

Terms and Conditions

Quilter Cheviot Europe Limited

Client terms and conditions

By signing the application form, you are appointing us to provide the agreed services in line with the agreement. These terms and conditions form part of the agreement, which is our standard client agreement which we will rely on. For your own protection, you should read these terms and conditions carefully before signing the application form. If you do not understand anything, please do not sign, and ask us for more information.

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Part A: Introduction

Section 1: Defined terms

What is this section about?

Below we have included the definitions and terms that will be frequently used throughout these **terms and conditions.** Please take time to read these and refer to them when you need as you go through this document.

The agreement

When we refer to the **agreement,** we mean the arrangement between you and us for the provision of our services. The **agreement** is made up of the following documents:

> **The terms & conditions** (this document) contains the main terms that apply to our provision of services to you as our client. These are outlined in the rest of this document. This document might change in the future.
>
> **The risk disclosures** document is available on our website (**www.quiltercheviot.com/important-information**). It explains the level of risk associated with our services and different investment strategies and assets. By agreeing to these **terms and conditions,** you agree to us providing the **risk disclosures** on our website. Of course, if you would like a paper copy of this document, please contact your investment manager.
>
> **The application form** is the form given to you with these **terms & conditions** or by your investement manager. Your submission of this form is your formal application to open an **account** with Quilter Cheviot. Once we have received this, we will carry out our **account**-opening procedures.
>
> **The schedule of charges** document outlines the pricing structure for our services and is incorporated within the **application form.** This document could change in the future.
>
> **The cost and charges information** is information about our costs and charges that can be found on our website (**www.quiltercheviot.com/our-services/costs-and-charges**). It replicates the information contained in the **schedule of charges** but also includes information about third-party brokerage costs associated with trading in a variety of additional jurisdictions. This information could occasionally be updated and when you agree to these **terms & conditions**, you are also agreeing to us providing it on our website. If you would like a paper copy, please contact your investment manager.

Applicable regulations

The term **applicable regulations** refers to the following:

> The European Communities (Markets in Financial Instruments) Regulations 2017, SI 375 of 2017 and related EU law, guidance and technical standards.
>
> Any other laws, rules, codes, guidance, technical standards and regulations of a relevant regulatory authority (including the **Central Bank**), in force which apply to us, you, the **agreement** or the services that we provide.
>
> The rules of a relevant stock or investment exchange.

Other frequently used terms

Account refers to the **account** that we will open for you when we finish our **account** - opening procedure after we recieve your completed **application form.**

It is possible for us to open several **accounts** for you depending on your needs and requirements that we have discussed and agreed with you.

Account participation form is the form that your investment manager will give you if you want to give a third party (e.g., family members or a financial adviser) access and authority to operate your **account** once it is open.

App means the mobile application which provides a way for you to access the **client portal** including information about your **account** and such other services as we may make available.

Central Bank means the Central Bank of Ireland and any successor organisation that regulates us in Ireland.

Client portal refers to our online client portal which you can use to access information about your **account**.

Discretionary basis means that we have your permission to make all investment decisions for you. This includes the selection and timing of the investments in your portfolio unless we have both agreed to follow the specific instructions you have set. This means that we do not need to seek your permission for each individual transaction.

Execution-only basis means that we execute your instructions to buy and sell investments. We do not provide you with advice or guidance about these investments, so our role is strictly limited to carrying out the transactions you instructed us to.

ICS means the Investor Compensation Scheme.

Interest information refers to the information that we publish on our website about our different interest rates. You can find it at (**www.quiltercheviot.com/important-information/qcl-schedule-of-interest-rates**), please keep in mind that we sometimes update this webpage, so we recommend that you check it periodically to make sure that you are up to date with our current interest rate information. By agreeing to these **terms and conditions,** you agree to us providing you with the interest information on our website. If you would like a paper copy, please contact your investment manager.

MiFID Regulations means the European Communities (Markets in Financial Instruments) Regulations 2017, SI 375 of 2017

Order execution policy and list of execution venues refers to the policy and associated list of venues describing how and where we execute orders on your behalf. You can find this information on our website at (**www.quiltercheviot.com/important-information/order-execution-policy**). By agreeing to these **terms and conditions,** you agree to us providing you with the **order execution policy and list of execution venues** on our website. Please note that this webpage may be periodically updated, so we recommend that you check it regularly to keep up to date with any changes. If you would like a paper copy, please contact your investment manager.

QCL means Quilter Cheviot Limited which is a company incorporated in England and Wales and whose registered office address is Senator House, 85 Queen Victoria Street, London, EC4V 4AB.

we, **us** and **our** means, unless specified otherwise, Quilter Cheviot Europe Limited, whose registered office is at Hambleden House, 19-26 Lower Pembroke Street, Dublin 2, Ireland.

You, **your** mean the person (or people) who will be completing and signing the application form. If the person signing is doing so for someone else, you and your refer to the person for whom they are signing.

We also publish a comprehensive glossary of words and terms that are used in the financial markets and which may also be used occasionally in these **terms and conditions.** You can find this at (https://www.quiltercheviot.com/important-information/glossary). You'll notice that we give you this same link throughout the document when we think you might need it. If you would like a paper copy of this glossary, please contact your investment manager.

Please note that the glossary published on our website is not part of the **agreement** and is only for your information.

Section 2: About Us

What is this section about?

This section outlines general information about us such as who we are regulated by and where we are registered. It also outlines the different types of rules and laws that we follow as well as schemes we are a part of to protect you.

2.1 Quilter Cheviot Europe Limited is incorporated in Ireland with company number 643307 and our registered address is Hambleden House, 19-26 Lower Pembroke Street Dublin 2. Quilter Cheviot Europe Limited (trading as Quilter Cheviot and Quilter Cheviot Investment Management) is regulated by the Central Bank under the MiFID Regulations with reference number C187912. The address of the Central Bank is PO Box 559, New Wapping Street, North Wall Quay, Dublin 1. Our VAT registration number is 3603283GH.

2.2 We have to make sure that we conduct our business and provide services to all our clients in accordance with all **applicable regulations.** If there is a difference between the **agreement** between you and us and **applicable regulations**, the latter will override the **agreement.** We cannot use these **terms and conditions** to avoid or limit any legal responsibility we have towards you under any **applicable regulations.** We have the authority to take any action that we think is necessary to make sure that we are in compliance with any **applicable regulations** and, in doing so, we and our directors, officers, employees, or agents will not incur any liability to you.

2.3 We work together with regulatory, legal and government authorities. If these authorities have any questions or requests, we may need to provide them with information about you, your **account**, and the assets we may hold or control for you. We comply with all current tax transparency reporting requirements under **applicable regulations** including but not limited to the Foreign Account Tax Compliance Act (known as FATCA), the Common Reporting Standard (CRS) and Section 18 (or OI) reporting.

2.4 We take part in the **ICS**. Under the **ICS**, clients of investment firms (such as us) who have lost money as a result of that investment firm not being able to meet its obligations, may qualify for compensation. You will only be eligible for compensation if you qualify as an 'eligible investor' (as defined in the **MiFID Regulations**). The compensation limit is 90% of your net loss, up to a maximum of €20,000 for each claim. **ICS** cover may be available if you need to claim against us. You can get more information from **www.investorcompensation.ie**

Section 3: Your status

What is this section about?

This section explains how we categorise you as our client under the **MiFID Regulations** and the implications of that categorisation, including the regulatory protections you will get as a result. We also outline certain confirmations that we need from you to ensure that we can provide our services properly and in your best interests.

3.1 We will provide services to you on the basis that you are a retail client under the **MiFID Regulations**. This is based on our client categorisation process. Different rules and different levels of protection apply to you depending on your categorisation, and retail clients generally have the highest degree of protection (although you should be aware that classification as a retail client does not necessarily mean that you will have rights in respect of the **ICS** or the Irish Financial Services and Pensions Ombudsman. You may ask us to change your

categorisation to professional client or eligible counterparty but we will not be obliged to agree to any such request. If we do agree to such a request, this will limit the protections to which you are entitled as a retail client. As a professional client or eligible counterparty, a number of the rules in the **MiFID Regulations** will cease to apply to you including:

- Disclosures about services,
- Appropriateness,
- Financial Promotions,
- Best Execution,
- **ICS** and you may not be able to complain to the Financial Services and Pensions Ombudsman.

Accordingly, if you request to be categorised as a professional client or eligible counterparty and we agree to such request, these **terms and conditions** will be modified. We will explain this in more detail when responding to your request for re-categorisation.

Put simply, when you apply to become a client of ours, we will categorise you as a retail client under the **applicable regulations**. This means you will receive the highest level of regulatory protection in relation to our services. You can ask us to categorise you differently under the **applicable regulations** but we don't have to agree to do so.

3.2 You confirm that:

(a) You have, and will continue to have during the term of the **agreement**, all powers, permissions and authority you need to enter into and keep to the terms of the **agreement**

(b) You own all the money and other assets transferred to us or which we hold for you, that nobody else has any rights over your money or assets and that they are free from any restrictions (such as a lien or charge) other than the restrictions granted under the **agreement**

(c) You comply, and will continue to comply during the term of the **agreement**, with your obligations under all applicable tax laws and have made, and will continue to make, all necessary disclosures and reports to all relevant tax authorities and you will inform us immediately of any changes to your tax residency or tax status or of any dispute with any tax authority in relation to your tax status or the taxation of any of the assets we hold or control for you (or the taxation of any amounts arising from those assets, such as interest or dividend payments)

(d) The information given to us on your **application form** is correct and not misleading and, if we require any additional information before providing our services to you or during the term of the **agreement**, you will provide such information promptly

3.3 We will assume that any information you give us (or which is given to us on your behalf by somebody else such as your adviser) is accurate and will have no responsibility if that information changes or becomes inaccurate. You must let us know about any changes to information supplied to us by or about you as soon as possible.

Section 4: Distance contracts and cancellation

4.1 Under the European Directive on Distance Marketing of Financial Services (2002/65/EC) to consumers, we must give you certain information for agreements entered into that are made using one or more methods of 'distant communication' (in other words, by phone, internet, fax, or post). This information is included in this section and throughout the **agreement**. If the European Directive on Distance Marketing of Financial Services to consumers applies, the information we have given you, and our offer to provide services to you, is valid for 30 days from the date we give it to you. Please contact us to confirm that the information is still valid if you want to accept our offer after this period. We will use the laws of Ireland as the basis for our relationship with you in the time before we enter into any contract with you. As described in section 32.1, the **agreement** is also governed by Irish law (unless explicitly stated otherwise). You will find full details of the charges for providing our services (including, if it is not possible to give the exact price, the basis for working out the price) in the

schedule of charges and **costs and charges information**. The details of the services we will provide are set out at section 6 below and in the **application form**.

Cancelling your agreement

4.2 If you are a "consumer" (which means you are a natural person acting for purposes outside your trade, business or profession) and your agreement with us is a "distance contract", then you may have a right to cancel if we have not yet started providing our services. If you have a right to cancel, this right will end 14 days after you receive the **agreement** or are treated as having received the services, whichever is later. As most of our services depend on rises and falls in the financial markets which are outside our control, you will not generally have any rights to cancel the services provided under the terms of this **agreement** once we have actually provided them. You may cancel by writing to the Head of Compliance at Quilter Cheviot Europe Limited, Hambleden House, 19-26 Lower Pembroke Street, Dublin 2. If you do cancel, you may have to pay charges up to the date of cancellation.

Section 5: Joint account and trustees

What is this section about?

This section describes our arrangements for dealing with trust, corporate or joint **accounts** where there is typically more than one **account** holder. These arrangements ensure that we are dealing with the correct person (or people) about the **account** and that you are involved when you need to be.

5.1 All joint **account** holders and trustees must sign the **application form** unless we agree otherwise. Once the **account** is open, unless we are notified that all trustees or joint **account** holders must act unanimously or that a specified number of them must act together, we may act on any instructions given to us by any one of them. However, in certain circumstances, we may require a joint instruction from all trustees or joint **account holders** (as applicable).

5.2 Unless we are told otherwise in writing, we assume that all joint **account** holders hold assets as joint tenants. This means that if one of them dies, the assets in their joint **account** will pass automatically to the survivor (or survivors).

5.3 If you are in a partnership, or are otherwise in a joint arrangement with one or more people, you will each be legally responsible jointly and severally.

Jointly and severally means that each person will be equally and individually responsible to us for performing obligations under our **agreement**.

5.4 You must tell us if a trustee resigns or dies or is no longer willing or able to act as a trustee. When a new trustee is appointed, he or she must complete and sign our relevant documents (unless we agree otherwise in writing) as soon as possible.

5.5 Companies or partnerships which want to restrict the number of people who can give us instructions must tell us in writing the identity of the relevant people. An authorised officer or partner must sign this notice. If we are not given notice, we may act on any written instruction given to us by any person we reasonably believe is authorised to give it.

Part B: Our services

Section 6: Our services

What is this section about?

This section explains the range of services we can provide you with. Your chosen services will be detailed in the **application form** and may include:

Discretionary portfolio services

Advice and dealing services

Advisory portfolio services

Execution-only services

If you would like to know more about our services, please visit www.quiltercheviot.com or contact your investment manager.

6.1 According to relevant laws and regulations on financial crime, we must collect and verify certain information about you before providing any service. We also need to review this information throughout our relationship regularly. This includes confirming your identity and the source of your wealth and the funds you would like to invest. In some cases, we will also need to confirm the identities of relevant people associated with you and the beneficial owners of assets (for example, shareholders of a company or beneficiaries under a trust). We can only provide our services once we have completed these checks, although we will ensure that we complete them as quickly as possible. You agree that we may carry out whatever checks we consider necessary to meet our obligations under **applicable regulations** and will provide us with whatever information we reasonably ask for so that we are able to do so. If we are unable to gather and verify the necessary information to an acceptable level according to us and **applicable regulations**, we have the right to delay, suspend, or stop providing our services to you. Please note that we will not be responsible for any losses you may sustain due to our compliance with legal or regulatory requirements. This includes situations where we are obligated to report any suspicions we might have of money laundering, terrorist activities, or any related matters, as well as any situation where we have to stop providing our services to you without explanation for legal reasons.

Put simply, before we can start providing our services to you, we have to confirm your identity and other important information about you, such as the source of your wealth. We also comply with laws to help ensure the absence of any criminal activities. If we do find evidence for this, we are not responsible for any losses that may stem from us complying with our legal obligations.

6.2 If we carry out any transaction on your behalf, we will, subject to **applicable regulations**, be acting as your agent.

6.3 You must read the **risk disclosures**. If you are unsure which **risk disclosures** are relevant to you or what they mean, please contact your investment manager.

6.4 We do not provide our clients with legal or tax advice as this is not our specialty. This means that we cannot accept any responsibility for any tax consequences of our actions. Therefore, we strongly recommend that you receive tax advice from an independent tax advisor so that you can get relevant tax information that is tailored to your situation.

6.5 We do not offer banking or payment services. This means that we will not accept any money into your **account** from third parties, and we do not agree to pay or transfer your assets to a third party (for example, transferring assets to a friend or a family member or as payment to a professional like a solicitor). If we do agree to facilitate a payment or transaction to a third party, we will only do it once we have completed all of our due diligence checks to protect you and our firm. You must provide us with all the necessary information

we need to carry out our due diligence checks. If we are unable to complete these checks to our satisfaction, we have the right to decline your request. In these cases, we will not be liable to you or any third party for our decision to decline the request.

Discretionary portfolio services

A discretionary portfolio service when we manage your investment portfolio on your behalf and subject to any restrictions we have agreed, have your approval to make decisions without needing to consult you for each transaction.

6.6 If you choose to receive a discretionary portfolio service from us, we will manage your investments for you on a **discretionary basis**. This service applies to the following types of investments:

(a) Shares in UK or foreign companies

(b) Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate shares

(c) Hedge funds

(d) Warrants to subscribe for investments falling within (a) and (b) above

(e) Depository receipts or other types of financial product relating to investments falling within (a), (b) or (d) above

(f) Unit trusts, open-ended investment companies, mutual funds and similar schemes in the UK or elsewhere

(g) Related or similar investments

For a definition of the terms used above, please see the glossary on our website at **https://www.quiltercheviot.com/important-information/glossary/**.

By opening an **account** with us on a **discretionary basis**, you grant us full authority, subject to any agreed investment restrictions, to carry out transactions and arrangements on your behalf involving any of the investments mentioned in (a) – (g) above. In addition, if required, we will provide valuation and custody services (to safeguard and administer your assets), as well as any other services agreed upon between you and us.

Advice and dealing services

An advice and dealing service is when we provide advice on investments to you on request and carry-out transactions for you.

6.7 If you choose to receive advice and dealing services from us, we will carry-out transactions for you. This service applies to the following types of investments:

(a) Shares in UK or foreign companies

(b) Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate shares

(c) Hedge funds

(d) Warrants to subscribe for investments falling within (a) and (b) above

(e) Depository receipts or other types of financial product relating to investments falling within (a), (b) or (d) above

(f) Unit trusts, open-ended investment companies, mutual funds and similar schemes in the UK or elsewhere

(g) Related or similar investments

For a definition of the terms used above, please see the glossary on our website at **https://www.quiltercheviot.com/important-information/glossary/**.

We will also advise you about investments mentioned in (a) – (g) above that are monitored by our research team when you ask us to. We do not automatically offer ongoing advice (i.e., advice given to you regularly), but we do provide it when you request it. In addition, we will provide valuation and custody services (to safeguard and administer your assets) if these are required, as well as any other services agreed upon between you and us.

Execution-only services

An execution-only service is when we carry out investment transactions for you based on your specific instructions without giving you any advice.

6.8 If you choose to receive execution-only services from us, we will provide services to you on an **execution-only basis**. This service includes transactions for various types of investments, including:

(a) Shares in UK or foreign companies

(b) Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate shares

(c) Hedge funds

(d) Warrants to subscribe for investments falling within (a) and (b) above

(e) Depository receipts or other types of financial product relating to investments falling within (a), (b) or (d) above

(f) Unit trusts, open-ended investment companies, mutual funds and similar schemes in the UK or elsewhere

(g) Related or similar investments

For a definition of the terms used above, please see the glossary on our website at **https://www.quiltercheviot.com/ important-information/glossary/**.

Please note that we will not provide advice on whether these transactions are suitable for you or the merits of them. As this service is provided on an **execution-only basis**, you will be responsible for making your own investment decisions. Therefore, we are not responsible for ensuring that the transactions you choose to carry out are suitable for your specific circumstances or **account** (although, depending on the type of investment involved, we may assess the appropriateness of it – see section 6.14).

Except for our responsibility under **applicable regulations** to ensure the appropriateness of certain transactions, if you have chosen to use our execution-only service for a transaction we will not have further responsibility related to the monitoring, advice, or management of that investment in your **account**. Specifically, we will not exceed any investment limits or restrictions applicable to your **account** due to investments we have bought for your **account** on an **execution-only basis**, and we will not assume legal responsibility for any future decisions regarding the sale, retention, or other actions related to those investments.

6.8.1 If you receive other services from us, you may need to open a separate **account** with us for execution-only services.

6.8.2 We will provide custody services (to safeguard and administer your assets) if these are required but our execution-only service does not include providing you with valuations or reporting on capital gains tax.

Advisory portfolio services

An advisory portfolio service is when you will make the final investment decisions, but you will have the benefit of our advice when doing so

6.9 If you choose to receive advisory portfolio services from us, we will provide investment advice about, and carry-out transactions in, the following types of investments:

(a) Shares in UK or foreign companies

(b) Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate shares

(c) Hedge funds

(d) Warrants to subscribe for investments falling within (a) and (b) above

(e) Depository receipts or other types of financial product relating to investments falling within (a), (b) or (d) above

(f) Unit trusts, open-ended investment companies, mutual funds and similar schemes in the UK or elsewhere

(g) Related or similar investments

We will monitor your portfolio and provide investment recommendations when we think it is appropriate. We will not carry out any transactions or enter into any arrangements for your **account** without your permission. In addition, we will provide valuation and custody services (to safeguard and administer your assets) if these are required, as well as any other services agreed upon between you and us.

Suitability

Suitability assessments are carried out by us when providing investment advice or acting on a **discretionary basis.** We determine whether a particular investment or transaction is suitable for you based on your experience, knowledge, objectives and financial situation.

6.10 When we act on a **discretionary basis** or give you investment advice, we are required by the **MiFID Regulations** to gather certain information about you so that we can assess the suitability of our investment advice or of any transactions we propose to enter into on a **discretionary basis**. This information includes your knowledge and experience in specific investment types, financial situation, investment objectives and experience, attitude towards risk, and willingness to endure any potential loss.

When we understand these details, we can ensure that the transactions we recommend, or carry out for you, are suitable and:

(a) In line with your investment objectives

(b) Financially affordable for you and adequately consider associated risks as well as your investment

objectives

(c) The best match with your experience of, and knowledge about, investments

This process helps ensure that we keep your best interests at the core of the services we provide you and that they are suitable to your circumstances and objectives.

6.11 We use the information that you, or someone who has your permission, gives us to carry out the suitability assessment described in 6.10. We will base our assessment on this information unless we believe that it is obviously outdated, inaccurate, or incomplete. If we do not receive this information from you, either because you are unwilling or unable to do so, we will not be able to provide you with services or carry out transactions for you.

6.12 If we assess a particular transaction as not being suitable for you but you still want to undertake it, we may accommodate your order on an **execution-only basis**. If we do decide to accept your instructions, we will let you know that we will carry out your instructions despite our belief that it is unsuitable for you. There are situations where we cannot follow your instructions on an **execution-only basis** because of **applicable regulations**.

6.13 If we have given you advice about a transaction and are required to provide you with a suitability report under **applicable regulations**, we will usually give you that report before we carry out the transaction. However, where we have provided you with advice by a means of distance communication (for example over the telephone), it may not be possible to issue you with a written suitability report before the transaction is executed. In this instance, you can ask us to delay the transaction so that you can receive the written suitability report before it happens. If you choose not to delay a transaction, you agree to receive the suitability report in a reasonable time after we complete the advised transaction.

Appropriateness

Appropriateness assessments are carried-out when we provide you with a service that is not investment advice or on a **discretionary basis**. If we think a transaction is not appropriate for you, we will let you know.

6.14 If we provide you with certain services, under the **applicable regulations**, we may need to make sure that the transaction you are considering is appropriate for you. Whether we need to assess appropriateness depends on whether the investment in question is a "complex financial instrument" or not. If we provide services that are not investment advice or carried out on a **discretionary basis** for a complex financial instrument, we have to make sure that the transaction is appropriate for you, but if we provide such services for a non-complex financial instrument we do not.

A **non-complex financial instrument** is one that is easily understandable by investors like you. These include certain types of shares, bonds, and Undertakings for Collective Investment in Transferable Securities (UCITS). We have provided you with a definition for 'UCITS' in our glossary on our website at **https://www.quiltercheviot.com/important- information/glossary/**.

6.15 We will let you know at the time we execute your order whether the transaction is in a non-complex financial instrument or not. If the investment is non-complex, this will mean that you are not protected by **applicable regulations** on assessing appropriateness.

6.16 If we do carry out an appropriateness assessment, we will do this by assessing whether you have the necessary experience and knowledge to be fully aware of the potential risks associated with your chosen transaction. We will collect information from you about your knowledge and previous experience in the investment field that is relevant to the transaction you have asked us to carry-out. We will rely on this information to make the assessment unless we believe that it is clearly out of date, inaccurate or incomplete.

6.17 If we believe that the transaction you have requested is not appropriate for you, we will let you know. We do this to make sure that you are aware of any potential risks or limitations associated with the transaction so that you can make an informed decision.

6.18 If we do not receive the information outlined in section 6.16 from you, or if we do not receive enough information about your knowledge and experience, we will warn you that we do not have the right amount of information to carry out a comprehensive appropriateness assessment. Therefore, it is important that you give us accurate and complete information so that we can make an informed assessment about whether the transaction is appropriate for you. If we have warned you about missing or incomplete information, and you would still like us to complete the transaction, we may do so but, having regard to the circumstances and **applicable regulations**, we may also refuse to carry it out for you.

Section 7: Investment objectives and restrictions

What is this section about?

This section describe the types of information we require from you in order to provide our services and your ability to impose investment restrictions for us to follow in providing our services.

7.1 If we provide discretionary portfolio services, advice and dealing services or advisory portfolio services to you, we need to know about your investment objectives, your attitude to risk and any investment restrictions you want to us to follow.

7.2 If you receive discretionary portfolio services, advice and dealing services or advisory portfolio services from us and you impose investment restrictions, this may mean that we cannot follow our standard investment recommendations. If you want to impose investment restrictions, these should be detailed on the **application form** or supplementary 'investment restrictions' form which your investment manager will be able to provide to you.

7.3 If you want to change your investment objectives, attitude to risk or investment restrictions at any time, you should contact your investment manager in writing as soon as possible. We will then confirm in writing if we agree to your changes and they will not take effect until we have confirmed our agreement to them. We will do all we reasonably can to accommodate your requirements and to respond promptly to your requests. If your financial circumstances or tax status change, it is important that you let your investment manager know immediately.

7.4 We will not have breached the **agreement** if your portfolio deviates from your investment objectives, attitude to risk or any investment restrictions you have set due to market movements, corporate actions or other events beyond our control unless (in the case of managed portfolio services or discretionary portfolio services) we fail to rebalance your portfolio or (in the case of advisory portfolio services) we fail to advise you to do so within a reasonable time. When providing advice and dealing services, we do not have to monitor whether your portfolio continues to meet your investment objectives, attitude to risk or any investment restrictions but we will continue to liaise regularly with you so that you may update us on these matters.

Section 8: Unbiased but restricted advice

What is this section about?

This section describes the nature of our investment advice services.

8.1 If we give you any investment advice, it will be unbiased, but restricted. This is because we do not review all of the retail investment products available in the market (for example life policies and pension schemes). For those investment types that we do provide advice on, such advice will be on a restricted number of products from product providers that we have already assessed as suitable for our clients. Before deciding whether to use our advisory portfolio services or advice and dealing service you should carefully consider whether restricted investment advice will meet your needs.

8.2 You should also be aware that, although we are not tied to any particular product provider, we may advise you on products that are provided by one of our affiliated companies. To the extent that we do advise on products provided by entities with close links or any other legal or economic relationships with us, we will identify any relevant conflict of interest and prevent or manage it in accordance with our conflicts of interest policy (see section 27).

Section 9: Account statements, confirmations and reports

What is this section about?

This section describes the different reports and information that we will provide to you so that you remain fully informed about your investments and our services.

9.1 If you receive discretionary portfolio services, advice and dealing services or advisory portfolio services from us, we will send you statements showing the content and value of your **account** (which will include a measure of investment performance and other relevant information) every three months. You may also choose to receive information about transactions we have carried out on your behalf on a transaction-by-transaction basis. If your portfolio includes leverage (for a definition of 'leverage', please see the glossary at www. quiltercheviot. com), we will send you a statement every month.

9.2 You should review your statements carefully on receipt and contact your investment manager as soon as possible if you think they contain any errors or inaccuracies.

9.3 We do not have to send trade confirmations if you receive discretionary portfolio services from us, unless you have chosen to receive information about transactions on a transaction-by-transaction basis. We will assume you have chosen not to receive trade confirmations unless you tell us otherwise. If we do send you a trade confirmation you do not need to acknowledge that you have received it unless you disagree with the transaction it details. Your investment manager will tell you the status of any instructions or transactions if you ask.

When we act on a **discretionary basis** we will only send you trade confirmations if you specifically ask us to.

9.4 If you receive advisory portfolio services, advice and dealing services or execution-only services from us, we will send you a trade confirmation together with any additional information which may be required under the **applicable regulations**. This will be no later than the first business day after buying or selling any investment (unless the trade confirmation will be promptly sent to you by someone else involved in carrying out your transaction). If we receive the trade confirmation from someone else, we will send it to you no later than the first business day after we receive it.

9.5 When we only receive the net asset value (NAV) of an investment, we carry out valuations on that basis.

When we receive a bid and offer price from our data provider, we carry out valuations using the mid-market closing prices appropriate to the investment and the exchange rates at the close of business, either for the day of valuation or for the last dealing day. In working out the market value of your **account**, each investment listed, quoted or regularly dealt in or on an exchange, will be valued on the basis of reported transactions on that exchange or other pricing sources available to us. We will value unlisted or other investments for which, in our opinion, an exchange valuation would not provide a fair and accurate valuation, in the way we feel is best to reflect their fair market value but the values we quote in those circumstances are not guaranteed. We will use the most current available exchange rates when valuing investments in foreign currency.

9.6 If **applicable regulations** require us to provide you with any additional reports, statements or valuations we will do so.

9.7 Your statements and reports will be posted to you and, as explained in section 16, you can also choose to access them digitally via our **client portal**. If we agree to send information relating to you or your **account** to your adviser (or other agent), we may send this information by email or other electronic method (including via a third party data provider or aggregator) if you or your nominated agent or adviser ask us to.

Section 10: Carrying out orders

What is this section about?

This section explains how we execute transactions on your behalf and the rules and policies that apply when we do so.

10.1 Aggregating orders: We may aggregate your orders with the orders of our other clients, our affiliated companies or people connected with us. We do this to lower the costs of transacting and to make it more efficient for us to buy and sell investments on your behalf. We will only aggregate orders when we reasonably believe that it is unlikely that doing so will work overall to disadvantage any client whose order we have aggregated. We will allocate (for a definition of 'order allocation', please see the glossary at www.quiltercheviot.com) aggregated orders and transactions in line with our order allocation policy, which means we must allocate orders fairly. You acknowledge that sometimes aggregating orders may work to your disadvantage in relation to a particular order.

10.2 Handling orders: We will carry out your orders, and other similar client orders, promptly and in the order in which they are received unless we consider that your order or current market conditions make this impractical or protecting your interests mean we should do something else.

10.3 Best execution: Under **applicable regulations**, we (or our affiliated company as the case may be) are required to take all sufficient steps to achieve the best possible result when carrying out a transaction on your behalf. Our **order execution policy and list of execution venues** has been developed to make sure we achieve this and we will keep to it when we are:

(a) Carrying out orders on your behalf

(b) Placing orders with other people or organisations for them to carry out where those orders result from our investment decisions

(c) Providing discretionary portfolio services or managed portfolio services

(d) Receiving and sending orders to other people or organisations for them to carry out

10.4 The current version of our **order execution policy and list of execution venues** is available on our website www.quiltercheviot.com. By signing the **application form**, you agree to our **order execution policy and list of execution venues** and agree to us, or our affiliated companies, as the case may be, carrying out transactions on your behalf outside a regulated market, multilateral trading facility or organised trading facility.

Put simply, the **MiFID Regulations** require us to take steps to achieve the best possible result for you when

executing transactions on your behalf. We have developed an **order execution policy and list of execution venues** designed to meet this requirement which we will keep to when executing transactions for you. By signing the **application form**, you agree to our **order execution policy and list of execution venues**.

10.5 We do not usually accept limit orders meaning that all orders placed or carried out by us on your behalf will be market orders unless we have agreed otherwise.

10.6 Transaction reporting: We are required to report to the **Central Bank** certain information about transactions we carry-out. You must provide us with all information we require in order for us to carry out any service under the **agreement** that is subject to transaction reporting obligations under **applicable regulations**. Such information may include a national identifier for individuals or a valid legal entity identifier ("LEI") for corporates, trusts or charities.

Part C: Your assets

Section 11: Your money and assets

What is this section about?

Section 11 discusses your money and assets and how we protect them in line with the **applicable regulations** and the **Central Bank's** Client Assets Requirements in particular. We explain how we hold your money and assets separately from our own money and assets on a pooled basis as client money under the **applicable regulations**. We also outline specific circumstances where third parties may need to control your assets or money.

The Client Asset Requirements ('CAR') form Part 6 of the Investment Firms Regulations 2023 and are the legislative rules that we must follow in safeguarding your assets. They are designed to ensure that investment firms holding client assets have the processes and controls in place to safeguard and protect those assets.

11.1 Key features of the CAR

- Segregation of your assets from assets belonging to us
- Accurate record keeping to enable us at any time and without delay to distinguish your assets from those belonging to us
- Receipt of written assurances from third parties before we place your assets with such third parties
- Prompt lodgement of all client funds and prompt registration of client financial instruments in designated client asset accounts
- Regular reconciliations between our internal systems and the records of third parties that we have engaged to hold your assets on our behalf
- Daily cash calculations to ensure that the amount of client funds held by us is equal to the amount that should be held
- Counterparty due diligence
- An annual client asset examination by the firm's external auditors, the results of which must be reported to the **Central Bank**

A copy of the Investment Firms Regulations 2023 and further information on them is available on the **Central Bank's** website: **www.centralbank.ie/regulation/industry-market-sectors/client-assets**

11.2 Client assets are categorised under two broad headings:

Client funds (including cash, cheques or other payable orders). This is primarily money held by us on behalf of clients to whom we provide financial services.

Client financial instruments. These are generally all types of securities such as equities, bonds and units in collective investment schemes. In legal terms, it means any financial instrument as defined in the **MiFID Regulations** and the Investment Intermediaries Act 1995.

When CAR applies

11.3 The CAR applies where we receive and hold client funds and client financial instruments that have been entrusted to us (or our nominee), and where we have the capacity to effect transactions over those assets. Generally speaking, the CAR applies when a client avails of our custody services, where we hold documents of title, and/or where we hold funds on a client's behalf.

11.4 Cheques or other payable orders will be client funds from the time of their receipt by us, but are not client funds if:

(a) Made payable to a third party and which we directly transmit to that party

(b) The cheque/payable order received from a client is not honoured by the paying bank

Client funds sent to a client by way of cheque/payable order do not cease to be client assets until the cheque/ payable order is presented and paid by the third party credit institution or bank.

11.5 Client assets cease to be client assets when they are paid or transferred to the client or to a third party on the valid instruction of the client (which will need to be in writing unless we agree otherwise), or if funds are due and payable to us as outlined in the **terms and conditions** (e.g. if you default on obligations owed to us such as to pay us our fees).

Ongoing disclosures to clients

11.6 We will disclose in our client asset statements to you whether individual assets within a portfolio are within or outside the scope of the CAR. If you have any questions about this please speak to your investment manager.

Holding of client funds

11.7 Client funds are protected by the detailed rules laid out in the CAR, including obligations relating to the segregation of client funds from our funds, accurate record keeping, regular reconciliations between our records and those of the credit institution, and counterparty due diligence.

11.8 We will hold your funds as client funds in line with the CAR. Among other things, this means that we must hold your funds in a client deposit account, which is named accordingly and means that your funds can be separately identified from our own funds. The purpose of using client deposit accounts is to protect you should we become insolvent.

11.9 We will promptly place your funds into one or more client deposit accounts with a credit institution in Ireland or the European Economic Area or in another third country, or in a qualifying money market fund, that we may from time to time select. Funds transferred to a client deposit account will be held in accordance with the CAR.

11.10 We may pass your funds to another organisation (for example, a credit institution, exchange, broker, settlement agent, over-the-counter organisation or clearing house), so that we can carry out a transaction through or with that person, or to meet your responsibility to provide collateral (for example, margin) for a transaction. That organisation may be based in a country outside Ireland.

11.11 We may deposit your funds with an organisation outside Ireland. Where your funds are held outside Ireland, they will be held subject to the laws of that country and may be treated in a different manner to that which would apply if it were held by an organisation located within Ireland.

By agreeing to these **terms and conditions** you consent to your funds being held outside Ireland.

11.12 Where your funds are transferred to a third party, that third party may have a security interest or lien over, or right of set-off in relation to, such funds. Any such security interest, lien or right of set-off will only be granted to the extent permitted by the CAR.

By agreeing to these **terms and conditions** you consent to third parties having security interests, liens or rights of set-off over your funds as set out in section 11.12 above.

11.13 We will hold your funds in an omnibus account which means that those funds will be held in the same account as funds belonging to our other clients. Due to the pooled nature of such accounts, client funds belonging to one client may be used to fund the transactions of another client.

11.14 As client funds are held as part of a common pool of money, in an insolvency event, you would not have a claim against a specific amount in a specific account. Rather, you would make your claim against the client funds pool in general.

11.15 We will not be responsible for any loss or damages suffered by you because of any error or action taken or not taken by any third parties holding your funds in accordance with the CAR, unless such loss or damage arises because we have been negligent or acted fraudulently. Should any third party holding your funds become insolvent, we will attempt to recoup such funds on your behalf; however, if that third party cannot repay all the persons it owes money to any shortfall may have to be shared proportionally between all its creditors (including you). In such circumstances, the investor or deposit compensation scheme applicable in the jurisdiction where the relevant third party is located may apply. However, in some cases, the nature of the account we have with a third party may mean it is not eligible for protection under any such scheme.

By agreeing to these **terms and conditions** you consent to your funds being held in pooled accounts with a third party appointed by us.

11.16 We pay interest on client funds in accordance with the **interest information** on our website. The **interest information** is updated from time to time and the applicable interest rate may be zero. If the interest actually earned on your funds is less than the rates set out on our website, we will make good the difference from our own funds. If the interest actually earned on your funds is greater than the rates set out on our website, we may keep the excess. If we are subject to a charge from any of the banks with which we hold your funds in the form of a negative interest rate we may pass the cost of holding such funds onto you by deducting the relevant amount of the currency which is subject to the negative interest rate from your **account**. Any currency which is subject to a negative interest rate will be detailed in the **interest information** and you can ask your investment manager for details.

By agreeing to these **terms and conditions** you consent to us retaining interest earned on client funds in the circumstances described in section 11.16 above.

Holding of financial instruments

11.17 We will hold your financial instruments as client assets in line with the CAR and will keep detailed records of them at all times. We will identify, record and hold all of your financial instruments separately from any of our own assets in such a way that we are able to identify your financial instruments at any time.

11.18 In accordance with the CAR, financial instruments are held directly by our nominee company or with approved eligible custodians or relevant parties in accounts specifically designated as our client asset accounts. This means that you remain at all times the 'beneficial owner' of those investments, even though a company independent of us or a nominee company may be registered as the 'legal owner'.

11.19 Beneficial ownership arises where one party holds assets on behalf of another. The legal owner (i.e. the registered holder) has control over the asset and can, for example, buy and sell the asset on behalf of the beneficial owner. However, the legal owner is not entitled to the asset and so, while it will receive the income and capital on behalf of the beneficial owners, it may never benefit from it. The beneficial owner receives the benefits associated with ownership such as dividends and gains from the asset. We are obliged by law, and by the CAR, to report to clients in relation to the client assets we hold and any benefits associated with the assets.

11.20 Financial Instruments that are capable of being registered will be registered in an eligible nominee name in accordance with the CAR. An eligible nominee includes: a person you have nominated in writing (who is not

related to us); a nominee company of ours; the nominee company of an eligible custodian or relevant party; the nominee company of an exchange which is a regulated market; or an eligible custodian or relevant party outside Ireland.

11.21 Your financial instruments will only be registered in the name of an eligible custodian or relevant party outside Ireland where is it not feasible to register them in another way due to the nature of the law or market practice of the relevant jurisdiction outside Ireland and we have reasonably determined that it is in your best interests to register or record them in that way or if it is not realistic to do otherwise. In such circumstances, your financial instruments may not be clearly separated from ours or those of the third party. One consequence of this is that if we or the relevant third party suffered a failure or insolvency, there may be delays in identifying individual financial instruments and you may not be as well protected from claims made by general creditors against us or the third party. This means that there could be a resulting shortfall in the financial instruments which you would share with our other clients.

By agreeing to these **terms and conditions** you consent the registration of your assets in the name of an eligible nominee as described in sections 11.20 and 11.21.

11.22 If you hold financial instruments in your own name, these will fall outside the scope of the CAR unless you have sent us your own name share certificate to be sold in the market or to be transferred into our custody. In this instance, the CAR will apply while we are directly holding such share certificate(s) in our own safe custody arrangements. The CAR will also apply if we are holding any share certificates for you in safe custody which are registered in an eligible nominee name. Any such physical assets are held in a fire-proof safe on our premises. It is our policy to minimise the amount of assets held in paper format so we only accept such holdings where they cannot be held electronically. There are strict controls in place to safeguard access to certificates and ensure that they are reconciled.

11.23 Financial instruments held on your behalf may be pooled with financial instruments of our other clients, and as a result your holdings may not be individually identifiable by separate certificates, other documents of ownership or an equivalent electronic record. Due to the nature of pooled accounts, financial instruments belonging to one client may be used for the account of another.

11.24 Any financial instruments held by us for you may be deposited with a third party eligible custodian or relevant party as permitted under the CAR. Such financial instruments will be held in an account that is identified as belonging to our clients and we will identify them in our books and records. Your financial instruments may be pooled in an omnibus account with those of our other clients and you will be beneficially entitled to such portion of those financial instruments (and distributions in relation to them) as shall correspond proportionately to the financial instruments deposited with us by you.

11.25 Provided that we have acted in accordance with the CAR, we will not be responsible for any loss or damage suffered or incurred by you because of any error or action taken or not taken by any third parties holding financial instruments in respect of which we provide custody services to you unless the loss arises because we have been negligent or acted fraudulently. In the event of the failure or insolvency of an eligible custodian or relevant party holding financial instruments in respect of which we provide custody services to you, we will attempt to recover such financial instruments on your behalf but we may only have an unsecured claim against such third party, and you may be exposed to the risk that the financial instruments received by us from the third party are insufficient to satisfy your claims and the claims of our other relevant clients. As your financial instruments are pooled in an omnibus account with those of our other clients, you may be required to share proportionally in any shortfall (which is any amount by which financial instruments held by us in the course of providing custody services falls short of our obligations to our clients).

By agreeing to these **terms and conditions** you consent to your financial instruments being held by us on a pooled basis or in a pooled account with an eligible custodian or relevant party.

11.26 We will have a first fixed charge over all of the financial instruments in your **account** and can use them to pay amounts due to us under these **terms and conditions**. Where we appoint third parties located within Ireland or the EEA to hold your financial instruments, they may have a security interest, lien or right of set-off over those financial instruments, however, any such rights will be restricted to cover liabilities relating to the provision of services by them in relation to your financial instruments.

11.27 Where we appoint third parties to hold your financial instruments and such third parties are located outside the EEA, they may have a security interest, lien or right of set-off over your financial instruments which extends beyond the coverage of liabilities relating to the provision of services by them in relation to your financial instruments. We will not agree to such arrangements unless we have reasonably determined that it is in your best interests to hold your financial instruments pursuant to such arrangements and it is not feasible to do otherwise because of the law that applies in the relevant jurisdiction. In the event of the failure or insolvency of such a non-EEA third party you may be exposed to the risk that the financial instruments received by us from such third party are insufficient to satisfy your claims.

By agreeing to these **terms and conditions** you consent to your financial instruments being held outside Ireland and to third parties having security interests, liens or rights of set-off over them in the circumstances described in clauses 11.26 and 11.27 above.

11.28 We will only deposit your financial instruments with a third party in a country outside the EEA which does not regulate the holding and safekeeping of client financial instruments if the nature of the financial instruments or the relevant services we provide in connection with those instruments means we have no choice but to do so. In such cases, your financial instruments will be governed by the laws of that jurisdiction and your rights relating to those instruments may be different from the rights relating to instruments governed by the legal and regulatory requirements which apply in a jurisdiction which does regulate the safekeeping of client financial instruments. Consequently, there may be different settlement, legal and regulatory requirements and different practices for identifying your financial instruments and your rights in relation to them.

By agreeing to these **terms and conditions** you consent to your financial instruments being held in a third country jurisdiction that does not regulate the holding and safekeeping of financial instruments in the circumstances set-out in section 11.28 above.

11.29 Except in exceptional circumstances and with our prior written agreement, we will not offer our investment management services to you if you have chosen to make your own custody arrangements and/or hold financial instruments in your own name. If we do agree to provide our investment management services to you in such circumstances, such arrangements will be outside the scope of CAR and at your own risk.

Third-party due diligence and monitoring

11.30 We are careful in our choice of third parties, we monitor their performance on an ongoing basis and perform regular risk assessments on them. Subject to section 11.28, any third party we choose is appropriately authorised in the jurisdiction in which it is located and is also subject to appropriate prudential and/or client asset supervision. In order to ensure the highest standard for our clients, we conduct a detailed due diligence assessment prior to placing client assets with any third party. Additionally, we will ensure that either a funds or financial instrument 'facilities letter' is in place with the third party prior to lodgement of client assets. We conduct periodic reviews of our third parties and agreements to ensure compliance with the CAR. The approved third parties that we select may arrange for your financial instruments to be held with various sub-custodians in local markets with account names dictated by the naming convention in those local markets, however we will remain the legal owner of these assets. Such third parties undertake reviews of their sub-custodians on a regular basis. We do not accept liability for any acts or omissions of those third-party custodians or credit institutions or for their default. In the event that a custodian or credit institution becomes insolvent, you may not receive back all or any of the assets or funds that that custodian or credit institution holds on your behalf.

11.31 The list of third parties with whom client assets may be held is set-out in our Client Assets Key Information

Document which is available on our website at **www.quiltercheviot.com/important-information** or you can request a hard copy from your investment manager at any time. These parties are independent of us. You should be aware that the list of third parties with whom client assets may be held is subject to change and clients should refer to our website for the most up to date list.

Main risks or limitations to safeguarding client assets

11.31 You should note that while the CAR imposes obligations on firms to segregate client assets from our assets as well as other requirements, it does not protect or guarantee the value of your assets and nor does it in any way seek to impose regulations on investments which may be unregulated or which may operate outside a regulatory environment. Similarly, investors will continue to bear default risk in the event of either us or one of the third-party eligible credit institutions or custodians we have appointed defaulting on its obligations.

11.32 The material risks relating to the safeguarding client assets are outlined below.

Counterparty risk: This risk, also known as a default risk, is a risk that a counterparty will not pay what it is obligated to on a transaction pending settlement or the counterparty suffers insolvency or other financial difficulties (default).

Operational risk: This risk is the risk of loss resulting from inadequate or failed internal processes, people, systems, or from external events. For every firm, there is a risk that its people, processes and systems are imperfect, and that losses will arise from errors and/or ineffective operations.

Risk of fraud: The risk of fraud relates to an intentional deception made for personal gain or to damage another individual which may be perpetrated internally or externally to the firm.

Risk of pooling: This risk is the risk that one client's assets may be used to fund another client's transactions or that the pool may have a deficit and that losses would be applied on a pro-rata basis across all clients participating in the pool.

Main controls to safeguard client assets

11.33 While a firm can never fully eliminate risk, firms such as us are obliged to put in place adequate policies, procedures and controls designed to comply with the provisions of the **MiFID Regulations**. We monitor and evaluate the adequacy and effectiveness of our systems, internal control mechanisms and arrangements established, ensure they are implemented and maintained in accordance with **applicable regulations**, and take appropriate measures to address any deficiencies.

11.34 We have a comprehensive system of internal controls, policies and procedures that are continually evaluated for adequacy and effectiveness. In addition to intensive external oversight of our control framework from such parties as our external auditors and the Central Bank of Ireland, we have in place a number of independent control functions that oversee the financial and operational controls in place. These are our Compliance and Risk functions and Group Internal Audit. There is also additional client asset oversight conducted by the 'Head of Client Asset Oversight'.

Compliance: Our Compliance function is an independent team that monitors and assesses our compliance with our legal and regulatory requirements.

Risk: Risk is a fully independent control function that reports to the Chief Risk Officer. It oversees all the risks for the firm and ensures that we have in place a comprehensive risk framework.

Client Assets Oversight: the Head of Client Asset Oversight (HCAO) is responsible for overseeing our policies and procedures in relation to the safeguarding of clients' assets and our compliance with the CAR. Our Client Assets Oversight forum, which includes the HCAO carries out regular reviews of those policies and procedures.

Internal Audit: our ultimate parent company operates a separate and independent internal audit function which establishes, implements and maintains an audit plan to examine and evaluate our internal systems, controls and arrangements.

Holding your investments at Central Securities Depositories

Central Securities Depositories are institutions that can hold a variety of financial instruments (including equities, bonds, money market instruments and units or shares in collective investment schemes). They allow ownership of such instruments to be recorded in electronic form and transferred by the updating of such electronic records rather than paper copies. They are a key part of the infrastructure of financial markets.

11.35 Where we hold investments for clients at any relevant Central Securities Depository, we offer those clients the choice between two account types, in line with Article 38(5) of the Central Securities Depositaries Regulations (CSDR). These are:

(a) Omnibus Client Segregated Account

(b) Individual Client Segregated Account

Omnibus Client Segregated Accounts are standard. However, both are designed to segregate our client's investments from our own. Under Article 38(6) CSDR, we publicly disclose the levels of protection and the costs associated with the different levels of segregation each account type provides. In complying with this regulation, we also ensure that these services are offered on reasonable commercial terms. For more information, please refer to our website at **www.quiltercheviot.com/important-information**

Put simply, where we hold client assets in a Central Securities Depository, we must offer our clients the choice between two types of segregated accounts and publicly disclose the levels of protection and associated costs of these accounts. These obligations are outlined in the CSDR, and you can find more information on our website. The Omnibus Client Segregated Account is the standard default option but if, having considered the disclosures on our website, you want to change your **account** choice, please contact your investment manager.

Section 12: Settlement and default

What is this section about?

This section describes how transactions to buy or sell investments are completed (or settled) or your behalf by us in accordance with the standard market practices that usually apply. This section also details the rights that we can use in the rare event of a settlement failure to protect our business and clients' interests.

Settlement

12.1 In order for us to complete a transaction for you promptly, you must pay all amounts due, and give us all share certificates and other documents we need (if we do not already hold them), in good time. We may use any amounts that you owe us to repay or reduce any amounts that we owe you in connection with any **account** you have with us at any time. We will pay the relevant amount after deductions, and do not have to ask you about this beforehand.

12.2 There are standard settlement periods for most financial markets and the basis of settlement, in line with the rules of the relevant exchange on which the transaction is carried out, will normally be what is known as 'actual' and we will be acting as your agent for the purposes of settlement. This process is described in more detail in clauses 12.3 and 12.4 below.

12.3 On the intended settlement date, a purchaser of an investment has an obligation to provide cleared funds to their counterparty in exchange for receipt of the investment they have agreed to purchase. This means that you will need to have sufficient money available in your **account** to meet your settlement obligations when purchasing an investment. All sums due from you relating to a purchase transaction will be taken from your **account** on the intended settlement date. If, for any reason, the counterparty to the transaction is unable to settle the transaction on the intended settlement date, your money will be held by us in accordance with

applicable regulations until settlement occurs. If you are buying an investment and you do not have sufficient money available in your **account** on the intended settlement date, we may in our sole discretion lend you the money to facilitate settlement, but we do not have to do so. If settlement is delayed or fails to take place after a reasonable period of time, we may reverse any loans we have made to you for these purposes. If we have agreed to lend you money and paid it out on your behalf, such money shall become immediately due and payable to us from you. If you are selling an investment, we will only take sums due to us in relation to that transaction once the sale proceeds have been received from the counterparty to the sale.

Settlement activity is usually dictated by established market practice. When you are buying an investment, successful settlement relies on you having enough money to buy the investment available in your **account**. If you don't, we might choose to lend you the money so that settlement can take place but we don't have to. If we do lend you money for these purposes, you will have to pay it back to us on demand.

12.4 The delivery of any investments or payment of sale proceeds by the counterparty to a transaction shall be at your risk until actual settlement of the transaction takes place. We do not have to deliver an investment, or sale proceeds (as the case may be) to you until we have received the relevant money, investments or documents (as applicable) from the counterparty. We may place a credit or debit entry onto your **account** in advance of actual settlement but such entries are contingent upon our receipt of the relevant money, investments or documents (as applicable) from the counterparty. As a result, you should not rely on the balance showing in your **account** until settlement has actually occurred (whether on the intended settlement date or otherwise). In the rare event of event of a settlement failure (for example, because the relevant investments are subject to an insolvency procedure or suspension), depending on the circumstances of such failure and relevant market practice, we may reverse or cancel any credit or debit entries of money or investments which have been entered on your **account** in advance. You may not receive the expected sale proceeds or, in the case of a purchase transaction, the relevant investments but may still be liable to pay for them.

When we carry-out a transaction for you, you bear the risk associated with the delivery of investments or receipt of money until the counterparty to the transaction delivers that investment or money. We might make entries on your **account** in advance of actual settlement taking place but you shouldn't rely on those entries as they may be reversed if settlement is delayed or fails.

Default

12.5 If you fail, or we expect you to fail, to make payment on time of any amounts you owe us under the **agreement** or fail to deliver any investments or documents when they are due, we may:

(a) Use any money or sell any investments we hold or control for you

(b) Repurchase (at your expense) any investments which we have sold on your behalf

(c) Take any other action to reduce as far as possible any loss or expected loss arising directly or indirectly by your failure or anticipated failure

In these circumstances, we can make any purchases or sales of your investments using our reasonable discretion. You will be responsible to us for repaying any expenses (including legal fees) we reasonably have to pay in taking any action under this clause. This section applies to any failure on your part to meet any payment responsibilities you have to us under the **agreement**.

In order to try and prevent any settlement failures and us having to use the rights outlined above, you must tell your investment manager immediately if you expect that you will not be able to deliver any payments, investments or other documents that we need to settle any transaction on your behalf.

12.6 You will have to pay us interest on any outstanding balances owed to us (sterling or non-sterling) before or after any court judgment (if applicable) and including in relation to any overdraft on your **account** at a yearly rate of 2% above the Bank of England's bank rate.

12.7 If a bankruptcy petition, a winding-up petition or an administration order or a resolution has been passed against you, we will close out (for a definition of 'close out', please see the glossary at **www.quiltercheviot.com**) all open positions held on your **account**. Any proceeds we get from doing this will go towards settlement of our outstanding costs and any other amounts due to us.

12.8 We may refuse to make a payment due to you, or transfer your assets to someone else if we reasonably consider this to be against any **applicable regulations**.

Section 13: Our rights over your assets

What is this section about?

This section outlines information about the rights we have over your assets (otherwise known as security interests). These rights also help us to protect our business, and therefore our clients.

13.1 You are responsible for payment, delivery or other responsibilities that you may owe us or any of our affiliated companies. This includes existing or future actual, conditional or potential responsibilities. To ensure you meet these responsibilities, we require legal rights over the assets we control on your behalf. These rights allow us to use or sell your assets to pay amounts owed to us. By signing the **application form**, you give us a first fixed charge and general lien over all of your rights and interests in any of your assets we hold or control. This includes a right over the proceeds from selling your assets.

A security interest means the right to be paid in the event of default. If you default, we will be able to utilise these rights to retain or sell your assets to recover what you owe.

Put simply, when you sign the **application form,** you grant us legal rights to retain or sell the assets we hold or control on your behalf if you owe us money. We do this for our security and to make sure if you do not make a payment or otherwise meet your obligations to us, we can recover what's owed from your assets. It also helps to protect you as we will be less exposed to the risk of default from all of our other clients.

13.2 If you owe debts to us or our affiliated companies, we will have all of the rights of someone with security over your assets, as far as is allowed under **applicable regulations.** So, we may sell, dispose of, liquidate, set off, or apply all or any part of those assets (or their cash value) to meet all or any part of any debt you owe us. To help with this, you will also provide us with any documents we may need, as well as permission to take any further steps we may reasonably need to establish a security interest over your assets.

Put simply, we have the right to recover any debts you owe us using the assets that we control on your behalf, within the limits of applicable regulations.

13.3 In rare cases, we may sell your assets to recover any amount you owe us. If we decide to do so, we will try to give you prior notice but do not have to do so. If the proceeds we make from selling your assets are greater than the amount you owe us, we will pool the remaining proceeds in a client account in line with the **applicable regulations** and section 11.

Put simply, any money which remains from the sale of your assets after we have recovered the debt owed to us will be added to the client money pool and allocated to your **account.**

13.4 You confirm that you are the beneficial owner of the assets we hold or control on your behalf (or are otherwise fully authorised to deal with those assets in line with the terms of the **agreement**) and nobody else will have an interest in, or right to, the assets we hold or control on your behalf unless we agree otherwise.

13.5 You authorise any nominees or agents with whom we have deposited your assets, or in whose name they are registered or held to act in line with any instructions that we give them under the **agreement**. This includes in relation to a sale of your investments to meet sums due to us. We are also authorised to notify relevant nominees and agents about this authority and the terms of this section 13.5. In the rare event of any loss, damage or expense that they may suffer in carrying out any valid instructions we properly give them on your behalf, you will pay each of them for this loss. We will let you know if this happens.

13.6 If a bankruptcy petition, a winding-up petition or an administration order or a resolution has been passed against you, we will close out (for a definition of 'close out', please see the glossary at **www.quiltercheviot.com**) all open positions held on your **account**. Any proceeds we get from doing this will go towards settlement of our outstanding costs and any other amounts due to us.

13.7 We do not have to carry out our responsibilities to pay money or deliver assets to you if you have not met your responsibilities under this agreement (or any other agreement you have with us) to pay money or deliver assets to us. This is the case whether or not the respective responsibilities relate to the same transaction. Instead, we may use any money you owe us to repay or reduce any amount we owe you and then pay you any excess. This is called a right of "set-off". If we do this, we will act reasonably.

Section 14: Corporate actions and shareholder rights

What is this section about?

This section outlines how we will deal with corporate actions impacting any of the investments we hold on your behalf and in what circumstances we will exercise any shareholder rights (such as the right to vote at company meetings) on your behalf.

14.1 If your investments are registered in the name of one of our nominee companies, the nominee company will hold those investments as trustee for you and you will still own them. You acknowledge that this means you may lose certain entitlements such as receiving a yearly report and accounts and the right to attend shareholder meetings. We will process corporate actions and exercise shareholder rights on your behalf as set out in this section18. However, in no circumstances, will we be liable to you for not taking any action if: (1) a company fails to tell us about a corporate event either at all or in sufficient time for us to take any action; or (2) we do not receive notification of a corporate action relating to an unlisted investment at all or in sufficient time for us to take any action. In particular, as unlisted investments are not quoted on recognised exchanges, monitoring for corporate events that impact them is more difficult and often relies on our receipt of manual notifications directly from the relevant companies. Therefore, we won't be liable for any losses you might suffer if we don't receive notification about corporate events relating to unlisted investments.

14.2 If we are holding investments for you, we will be responsible for claiming and receiving dividends and interest payments on those investments and sending them to you in line with your instructions.

14.3 We will do what we reasonably can to collect any dividends, interest or any other entitlements, in cash or in kind, which you may be entitled to and which we are told about. We will pay these to you as soon as possible after taking off any taxes due or credit them to your **account**.

14.4 If a company offers a choice between receiving a dividend in the form of cash or shares, we will opt for cash.

14.5 We will not undertake tax reclaims on your behalf.

14.6 When processing corporate actions and collecting income (in the form of dividends or interest), we will usually receive one allocation of shares, units in collective investment schemes or cash for all clients whose investments and money are held in pooled accounts by one of our nominees or with one of our subcustodians or client money banks. After we have allocated such shares, units or cash to the relevant clients in proportion to their entitlement within the overall pool, we are occasionally left with fractional entitlements that cannot be properly allocated to those clients as they are not divisible. When this occurs:

(a) In the case of shares or units in collective investment schemes, we will aggregate the fractional

entitlements and, where practicable, attempt to sell them at the prevailing market rate and then distribute the resulting cash proceeds to the relevant clients in proportion to their original fractional share entitlement. On completion of this process, any residual cash amounts from the sale of the fractional entitlements that cannot be allocated will be retained by us

(b) In the case of money, these residual amounts that cannot be allocated will be retained by us

Put simply, where we are left with a fractional amount of an investment that we can't properly proportionately allocate to the relevant clients, we will try to sell those investments and then allocate the cash proceeds to those clients. If we are left with a fractional amount of money that we can't properly allocate to the relevant clients, either following a corporate action, or after selling any fractional investments that can't be allocated, we will retain that money.

14.7 If you receive discretionary portfolio services or managed portfolio services from us, the following will apply.

14.7.1 If your investments are registered in the name of our nominee or held for us by a subcustodian, subject to section 14.1, we may use any conversion or subscription rights, deal with rights issues, takeovers or other offers if we consider that action to be appropriate. We will also exercise any voting rights if we consider it appropriate to do so in line with our voting principles. You can find a copy of our voting principles on our website at www.quiltercheviot.com and your investment manager can also give you a paper copy if you ask.

14.7.2 If your investments are held by you, or your chosen custodian or nominee, exercising any shareholder rights you may have will depend on your agreement with your custodian or nominee. However, subject to section 14.1, we will do all we reasonably can to tell you our decision on how to use these shareholder rights or, if you have already told us in writing how to use these shareholder rights, to tell your custodian or nominee. However, we will not be responsible for making sure you or they follow our decision.

Put simply, when we are acting on a **discretionary basis** for you, we will use our discretion to deal with corporate actions and voting rights on your behalf where we consider it appropriate to do so. However, if we are not holding your investments as custodian, we will not be responsible for making sure your chosen custodian follows any instructions we give them.

14.8 If you receive advisory portfolio services, advice and dealing services or execution-only services from us, the following will apply.

14.8.1 If your investments are registered in the name of our nominee or held for us by a subcustodian, subject to **applicable regulations** and section 14.1, we will do what we reasonably can to monitor and notify you about any conversion or subscription rights, rights issues, takeovers of other offers related to such investments. On receipt of your specific instructions in relation to any such subscription rights, rights issues, takeovers or other offers, we will do what we reasonably can to exercise them on your behalf but will not be responsible if you fail to instruct us at all or in sufficient time for us to take the necessary action. Subject to **applicable regulations**, we will not monitor or notify you about the availability of any voting rights in respect of your investments but we will do what we reasonably can to exercise voting rights on your behalf if you have provided us with specific instructions to do so. We will not be liable if you fail to instruct us at all or in sufficient time for us to take the necessary action.

14.8.2 If your investments are held by you, or your chosen custodian or nominee, we will not be able to monitor or notify you about any conversion or subscription rights, rights issues, takeovers, other offers or voting rights related to such investments and nor will we be responsible for exercising them on your behalf.

14.8.3 We will not actively offer you any advice about the exercise of any conversion or subscription rights, rights issues, takeovers, other offers or voting rights related to your investments unless you receive advice and dealing services or advisory portfolio services from us, and you specifically request our advice about these issues.

Put simply, if we are not acting on a **discretionary basis** for you but are holding your investments, we will do what we reasonably can to notify you about corporate actions and voting rights you may have and, if you give us instructions, we will do what we reasonably can to implement those instructions. We will only give you advice on such matters, if you specifically ask us for it.

Part D: Account administration

Section 15: Your instructions

What is this section about?

This section outlines how you should give us instructions and the type of instructions you can give us. It also describes those rare situations in which we are entitled not to accept your instructions or to make further enquiries to verify them.

15.1 We will only accept specific and clear instructions about your **account** and the assets in it and if we receive those instructions from you or from a person you have previously told us has authority to give instructions on your behalf or who we reasonably believe has such authority.

15.2 Depending on the type of instructions, they can be given by phone or in writing and we will accept them in good faith. We may rely on and treat as binding any instructions which we reasonably believe to be from you or your agents.

15.3 Until we have received all the documents we need to carry out an order, or for any other reason (for example, if we reasonably consider that an instruction is unclear, unreasonable, fraudulent, is being used to commit market abuse (including dealing on inside information) or may otherwise breach **applicable regulations**), we may refuse to accept an instruction, an order, or deal for you. In such circumstances we will have no responsibility to you for any resulting loss suffered by you or any other person. When we receive your instructions, we will tell you if we are going to refuse to act on them and give you our reasons unless we are prohibited from doing so under **applicable regulations**. You will be legally responsible to us for all actions, proceedings, costs, claims, demands or expenses that we may suffer as a result of us accepting (or not accepting) your instructions.

We put procedures in place to check that we are receiving genuine instructions from you or from somebody else on your behalf. There may be times when we refuse to act on an instruction, in order to protect you and your assets or to comply with **applicable regulations.**

15.4 We may refuse to act on any information and instructions received using electronic methods and may need confirmation of the instruction or information by post or by phone. You must give us dealing instructions in person, by post or phone at the address or phone number we have given you. Unless we agree otherwise, we will not normally accept instructions to carry-out a transaction for you by email. In all circumstances, you should give us dealing instructions direct and not to any third parties. Once given, you can only withdraw or change your instructions if you have our permission.

We won't normally accept dealing instructions by email so you should call your investment manager if you want to instruct us to carry-out a transaction for you.

15.5 We may refuse to carry out business for you which breaches any **applicable regulations** or any of these **terms and conditions.** In such circumstances, we will take the action that we consider necessary to keep to the **applicable regulations** or **terms and conditions.**

By agreeing to these **terms and conditions**, you consent to the arrangements for the giving and receiving of instructions as set out in this section 15.

Section 16: Digital Access

What is this section about?

This section explains the digital access we can give you to your **account** so that you can easily keep track of your portfolio and access various communications from us. It also describes the restrictions and safeguards we put in place to maintain the security of your **account** and personal information.

16.1 You agree that:

(a) We may give you online access to your **account** via our website, **client portal** or **app** and where appropriate in line with **applicable regulations** communicate with you by email

(b) Where appropriate, we may also communicate with you by making relevant information available on our website at www.quiltercheviot.com or via the **client portal** or **app**

(c) Where we refer to 'in writing' in the **agreement** this includes email and notices on our website, **client portal** or **app** (where appropriate) and where we refer to your 'address' this includes your email address (where appropriate)

16.2 If we give you access to your **account** via our website, **client portal** or **app**, you must keep your user IDs and passwords confidential, and you agree that you are responsible for protecting them from unauthorised use. We will not be responsible for any unauthorised use of a user ID or password resulting from negligence or fraud on your part.

16.3 Because of the nature of electronic communications and the risk associated with the transmission of information over the internet, in relation to our website, **client portal**, **app** and email communications, you acknowledge that:

(a) The internet may be interrupted or fail through no fault of our own and there may be periods of time when our website, **client portal**, **app** and email communications are unavailable due to planned or unplanned maintenance

(b) You are responsible for providing and maintaining the communications equipment (including personal computers and modems) to access our website, **client portal**, **app** and to receive email

(c) We do not guarantee that our website, **client portal** or **app** will support all types of internet browser or be fully compatible with your communications equipment

(d) You may have to agree to additional terms and conditions to access your **account** via our website, **client portal** or **app**

(e) You must keep an active email address to receive ongoing electronic communications and to access your **account** via our website, **client portal** or **app**

16.4 We may change the content, presentation, performance, user facilities and availability of any part of our website, **client portal** or **app** at any time.

16.5 Although we will make all reasonable efforts to ensure that our websites, **client portal** and **app** are functional, fit for purpose and free from viruses and errors, we do not give any assurance of, and accept no responsibility for, the accuracy, adequacy, quality or fitness for any particular purpose or use of our website, **client portal** or **app**.

16.6 You cannot transfer or license any rights of access to digital services provided to you to any other person without our written permission.

16.7 We will take all reasonable steps to protect your personal information but cannot guarantee the security of any information you provide online or which is transmitted by you or us over the internet. If you choose to communicate with us electronically and to access our digital services you accept the security implications of passing information over the internet and you agree to access such services at your own risk. You also agree that we will have no legal responsibility for any mistakes, missing information or breaks in security beyond our reasonable control.

You can choose to access your **account** and receive communications from us digitally to easily access your information. We will also utilise electronic means of communication where appropriate and in line with the **applicable regulations.** We will do what we reasonably can to ensure the security of information transmitted over the internet but there are inherent risks with this.

Section 17: Phone calls and electronic communications

17.1 We may record any phone conversations or electronic communications between you and us without telling you first. These recordings will be our property and we may use them in evidence if there is a dispute or for any other matter. A copy of any phone records or electronic communications will be available to you on request for a period of at least five years and, where required under **applicable regulations**, for a period of up to seven years, from the date of their creation.

17.2 Unless you ask us to call you, we will only call you if we believe it is in your best interests and in line with the **applicable regulations**. We will not contact you before 8 am or after 9 pm (your time) unless we have agreed this with you.

Section 18: Records

18.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You agree that we may use copies of our records as evidence in any legal or regulatory proceedings and they do not have to be the originals, or in writing. We can also use documents produced by computer. You must not rely on us to meet your responsibilities for keeping records. However, we may make our records available to you if you ask, we decide to or we have to according to **applicable regulations**.

18.2 In line with the **applicable regulations**, we will keep your records for at least five years and, in some cases, seven years. We may extend this period as a result of any change in the **applicable regulations**, our policies, or any agreement between you and us. You may not ask us to destroy or delete any record relating to you unless we have to do so because of **applicable regulations**.

Section 19: Confidentiality

What is this section about?

19.1 We may reveal any confidential information (including personal data as defined in section 20) we hold about you and your **account** to:

(a) Your adviser and any other agent you have appointed and told us about in writing

(b) Any person with whom we need to share such information in order to perform our obligations under the **agreement**, provide our services to you or complete any other request or instruction from you

(c) Our affiliated companies, successors or anyone we transfer our business to

19.2 We may also reveal your confidential information if:

(a) We are required to do so under any **applicable regulations**

(b) A regulatory or governmental authority asks us to

(c) Another third party (for example an insolvency practitioner) with a legitimate reason to see such information asks us to

(d) There are circumstances where if we didn't disclose the information, we would be exposed to a significant risk or to potential criminal or civil liability in any jurisdiction

Section 20: Data protection

What is this section about?

This section outlines our approach to compliance with our legal obligations regarding the processing of your personal data and, specifically, how we protect such data.

20.1 In this section 20, personal data means data that relates to you and from which you can be identified (either by itself or when it is combined with other data).

20.2 We may process your personal data in connection with this **agreement** and the services that we provide under it. For the purposes of the **applicable regulations**, we are a data controller in respect of your personal data and are responsible for ensuring that we process it in compliance with the **applicable regulations**.

20.3 We explain what personal data we will process, why and how we will do so, who we may share it with, and the rights that you have in respect of your personal data in our privacy notice which is published on our website: www.quiltercheviot.com/important-information/privacy-policy

20.4 By agreeing to these **terms and conditions**, you agree to us providing our privacy notice on our website (but we can send you a printed copy if you ask) and to us processing your personal data in accordance with it including us transferring your personal data to **QCL** (and its delegate, agents and sub-contractors) to enable the proper provision of services to you as described in the **agreement**. If you object to us processing your personal data in accordance with our privacy notice or to us transferring your personal data to **QCL**, please let us know by contacting your investment manager or our privacy team using the details in our privacy notice. If you do object we may not be able to provide all, or some, of our services to you.

20.5 You must ensure that any personal data that you provide to us is accurate and up to date, and promptly notify us if you become aware that it is incorrect. You must also only provide us with personal data belonging to somebody else if you have their consent to do so (if required) or you are otherwise permitted to do so under **applicable regulations**.

20.6 If you are opening and operating a corporate, trust or charity (or similar) **account** you must notify the officers, trustees, shareholders and beneficial owners (as appropriate) that we may process their personal data in connection with the **agreement** and the provision of our services. In particular, we may be required to verify their identity in accordance with **applicable regulations** and this may include the carrying-out of electronic identity checks with a credit reference agency. You must also draw their attention to our privacy notice.

You acknowledge that your personal data will be transferred to, and processed by, **QCL** in the United Kingdom.

Section 21: How we charge you for our services

What is this section about?

This section explains how we charge you for our services, including how we collect our fees from your **account**. Where possible, we will take these charges automatically from your **account** so that you don't have to do anything. However, in some cases, we may need you to take action. We will always let you know if we need anything from you. This section also outlines how we may facilitate the payment of adviser charges from your **account** to your adviser.

21.1 You are responsible for paying us the charges noted in the **application form**, **schedule of charges** and the

costs and charges information (where applicable). You also agree to pay us any amounts we have paid to third parties on your behalf, in relation to our services or your assets. You do not need to do anything to pay these charges. We will automatically take charges due to us (or our agents) plus any VAT (where applicable) from any money we hold on your behalf. We will take these charges from your **account**. If your **account** has insufficient funds to cover these charges, it will go overdrawn. If this happens, you must send us additional money to cover the overdraft and any interest due in line with section 12.6. You are also responsible for your own taxes and other costs you are legally responsible for that are not paid through us or made by us.

If we change our charges significantly, we will give you 30 days' notice (section 22). If you do not agree to these changes, you can end the **agreement** with immediate effect by writing to your investment manager (section 23.1).

Put simply, we will deduct charges due to us from your **account**. If there isn't enough money to cover these charges, you will need to send it to us, including any interest if due.

21.2 Subject to **applicable regulations**, we may share charges with our affiliated companies or third parties. They may also share their charges with us or otherwise pay us on any basis we agree with them. For transparency, we will show you any fee sharing arrangements on the relevant report, or you can get complete details by writing to your investment manager.

21.3 We apply a charge of 0.75% for all currency conversions. This will be calculated based on the amount you receive in the converted currency. For further information about this charge, please see the **schedule of charges** and **costs and charges information**.

21.4 We will facilitate payments of adviser charges to your financial adviser in line with the **applicable regulations** and your instructions if they have entered into an agreement with us. To make these payments (including VAT if applicable), we will use money from your **account**. We may take any action allowed under **applicable regulations** to ensure there is enough money in the **account** to cover these payments. For example, we may sell assets to raise enough money to cover the payments.

21.5 Upon the closure of your **account**, we will apply our management charges up to the point of closure. After that, other charges (for example, relating to asset transfers) may still apply. You should refer to the **schedule of charges** and **costs and charges information** for more detail or ask your investment manager.

Part E: General

Section 22: Changes to the agreement

What is this section about?

This section outlines the circumstances in which we can make changes to the **agreement** and the process for doing so; including the amount of notice you will be given of the changes.

22.1 We may change the **agreement** by sending you a written notice describing the relevant changes. These changes will apply from the date given in the notice.

22.2 Subject to section 22.3, we will give you at least 30 days' notice of any changes. If you do not accept the change, you may end the **agreement** by giving us notice in line with section 23.

22.3 For certain valid reasons, we may give you immediate notice of a change to the **agreement**, including in order to:

(a) Reflect any changes or expected changes in **applicable regulations**

(b) Protect ourselves or you against fraud by any person

(c) Change our contact details

(d) Put right any mistake that may be discovered in the **agreement**

(e) Deal with changes in tax or interest rates

(f) Reflect other legitimate cost increases or reductions associated with providing our services to you

(g) Make the **agreement** clearer, fairer or more favourable to you

If you do not accept the change, you may end the **agreement** by giving us notice in line with section 23. However, you will be bound by the amendment if you do not end the **agreement**.

22.4 No change to the **agreement** will affect any legal rights or responsibilities which may have already arisen.

Section 23: Ending the agreement

What is this section about?

This section outlines the circumstances in which you or we can end the **agreement** and the required notice periods for doing so.

23.1 You may end the **agreement** at any time by giving us written notice and the **agreement** will end with immediate effect when we receive your written notice. If you have chosen to transfer your assets to an alternative investment manager, we may (subject to completion of our verification checks) accept electronic transfer instructions from your new investment manager and you acknowledge that we will act on those instructions without confirming them with you first. If you cancel one of our services, but stay our client, we will continue to charge you for the services you still receive from us.

23.2 We may end the **agreement** at any time by giving you 30 days' notice in writing. We do not need to give you a reason.

23.3 We may also end the **agreement** immediately if there is a valid reason for doing so, such as:

(a) If we reasonably suspect you have acted, or will act, fraudulently or in breach of **applicable regulations** in relation to the **agreement**

(b) Your bankruptcy or inability to pay your debts as they fall due or where we reasonably believe you may

not be able to meet your obligations to us under the **agreement**

(c) Your material breach of the **agreement**

If this happens, we will promptly tell you why (unless we are not allowed to do so for legal reasons or in other limited circumstances beyond our control).

23.4 The terms of the **agreement** shall, even after termination, continue to govern any legal rights or obligations which may already have arisen or which relate to our services under the **agreement**. If the **agreement** is ended, we may ask you for your instructions regarding any assets we hold for you and it will not stop us from completing any outstanding transactions. This may also involve settling any transactions and you paying any charges and other amounts due. These include our charges, commission and any expenses we have had to pay in ending these arrangements. It also includes any losses and expenses we incur in closing out any transactions or settling or concluding outstanding obligations on your behalf.

23.5 If you ask us to re-register or transfer your investments, you may be charged to cover the cost of us doing so.

More information about relevant costs and charges can be found on the **schedule of charges** and the **costs and charges information** on our website.

23.6 Individual transactions entered into (including those for assets held as collateral) will continue even if you end the **agreement** and so you will have to pay the normal charges associated with those transactions. You agree to pay us the charges as a result of you ending the **agreement** and agree that those charges are not penalty charges.

23.7 We may close your **account** if it has not been active for more than 12 months. Before we close any **account**, we will give 30 days' notice to you at the last address you gave us.

Section 24: Death of a sole account holder

What is this section about?

This section outlines our approach to dealing with your **account** on your death and how we will interact with your personal representatives in order to protect the interests of the beneficiaries of your estate.

24.1 If you die and have an **account** solely in your own name, the following will apply.

24.1.1 If we provide you with discretionary portfolio services, we will usually continue to actively manage your **account** on a **discretionary basis** in accordance with your investment objectives, attitude to risk and any investment restrictions as at the date we are notified of your death. Our charges will continue to be applied at the rate in force as at the date we are notified of your death. We will confirm this to your personal representatives as soon as reasonably possible after we are notified of your death. If your personal representatives ask us to (for example because they are concerned about changing market conditions), we may at our discretion agree to sell the investments and hold the proceeds as cash in your account until your estate is distributed to your beneficiaries. We may also decide to sell your investments and hold the proceeds in cash if we reasonably consider that continuing to manage them would not be in the best interests of your estate.

24.1.2 If we provide you with discretionary portfolio services, we will continue to actively manage your **account** in the manner set-out in section 24.1.1 above from the time we are notified about your death until the earlier of: (1) the 12 month anniversary of the date of your death; and (2) the date on which we receive instructions about your **account** from your personal representatives pursuant to a grant of probate or letters of administration. Unless we agree otherwise with your personal representatives, or section 24.1.5 applies, we will only take instructions from your personal representatives to distribute your estate to your beneficiaries once they have given us certified copies of your death certificate and grant of probate or letters

of administration. Once we have received all the documents we need from your personal representatives, we will accept their instructions to sell investments in your **account** and pay out the cash proceeds to your estate or transfer assets to beneficiaries (if applicable). If, on the 12 month anniversary of the date of your death, we have not received any instructions from your personal representatives, your **account** will switch to our execution-only service and our 'custody and maintenance' charge will apply.

24.1.3 If we provide you with advisory portfolio services or advice and dealing services, those services will stop when we are notified about your death and we will not provide any advice on the investments in your **account**. We will continue to hold and administer your assets in accordance with **applicable regulations** and the **agreement** and our charges will apply at the relevant 'custody and maintenance' or execution-only rate in force at the time. If we provide you with execution-only services, our charges will continue to apply at the relevant execution-only rate after your death. We will confirm this to your personal representatives as soon as reasonably possible after we are notified of your death.

24.1.4 If we provide you with advisory portfolio services, advice and dealing services or execution-only services, unless we agree otherwise or in accordance with section 24.1.5, we will only take instructions from your personal representatives to distribute your assets to your beneficiaries once they have given us certified copies of your death certificate and grant of probate or letters of administration. Once we have received all the documents we need from your personal representatives, we will accept their instructions to sell investments in your **account** and pay out the cash proceeds to your estate or transfer assets to beneficiaries (if applicable). Events may occur which affect the assets in your **account** and mean we need instructions as to how we should proceed before we have received a grant of probate or letters of administration (e.g. the exercise of voting rights and rights issues in relation to an investment in your **account**). If this happens, we may take instructions from your personal representatives.

24.1.5 Subject to **applicable regulations**, regardless of which service we provide to you, we may agree to pay money direct to relevant tax authorities to cover inheritance tax liabilities or liquidate your **account** before we have received the certified copy grant of probate or letters of administration. However, this only applies if we are protected, to our satisfaction, by all of the personal representatives named in your will or those eligible (and planning) to apply for the grant of probate or letters of administration. For example, we will usually need them to grant us an indemnity, to protect us against claims we may receive from beneficiaries of your estate. Unless we agree otherwise, in no circumstances will we release any money (other than to relevant tax authorities) before we have received the certified copy grant of probate or letters of administration. We will not provide any other services to your personal representatives unless they set up an **account** in their own name and complete our **account**-opening process.

24.1.6 Due to the sensitive nature of dealing with the affairs of clients who have died, we may ask for other documents from your personal representatives (beyond those shown in section 24.1.2 and 24.1.4 above) before carrying out any actions in relation to the assets in your **account** (for example, your will if you made one). We will not be able to complete any action or process any instructions until we have received all the documents we require and we may also not be able to complete actions or process instructions as quickly as would normally be possible.

Section 25: Excluding our legal responsibility

What is this section about?

This section describes the circumstances in which we will be liable to you for any losses you may suffer in the course of us providing our services and the limits on the extent of our liability.

25.1 We, our directors, our officers, our employees and any connected person or agent will not be legally responsible for any loss or damage you suffer or costs or expenses you have to pay in connection with any of our services or the **agreement**, unless the loss, damage, cost or expense is due to our negligence, fraud or breach of the **agreement**.

25.2 Nothing in the **agreement** shall exclude or restrict any responsibility we have to you under the **MiFID**

Regulations or other **applicable regulations**.

25.3 The tax status of some offshore funds may change after you buy them. We are not responsible for checking the ongoing tax status of these offshore funds. We will not accept any responsibility for any financial loss that may arise from a change of tax status.

25.4 You will have to pay us and our nominee companies any costs, expenses, taxes or charges that we or they may suffer in carrying out our and their powers and duties, unless such costs expenses, taxes or charges arise due to our or their negligence, fraud or breach of the **agreement**.

Section 26: Events beyond our control

26.1 Unless we say otherwise in these **terms and conditions**, we will not be legally responsible to you for any failure to carry out our responsibilities under the **agreement** if the cause is beyond our reasonable control, including:

(a) War, riot, revolution, political crisis or any act of terrorism

(b) Earthquake, hurricane, typhoon, flood or other natural disaster

(c) When (1) trading in securities or an investment exchange is suspended, or (2) minimum or maximum prices are fixed for trading in securities

(d) Any regulatory ban on our activities

(e) A banking moratorium having been declared by law or the appropriate regulatory authorities

(f) Any breakdown, malfunction or failure of transmission, communication or computer facilities

(g) Industrial action, acts and regulations of any government or authority

(h) The failure of any relevant intermediate broker, our agent, appointed provider, custodian, subcustodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to carry out their responsibilities

26.2 We will do our best to give written notice to you with full details of events which mean we cannot carry out our responsibilities. However, we will not be held responsible if we have made all reasonable efforts to do so but as a result of the events we are unable to contact you promptly or even at all.

Section 27: Conflicts of interest

What is this section about?

This section describes how, on rare occasions, conflicts of interest may arise when we provide our services to you and the types of conflict they might be. It also summarises how we manage any conflicts that do arise in line with regulatory requirements to protect your interests and ensure that you are not disadvantaged.

27.1 We do not take positions or deal in investments for our own account in any market. However, we, or our affiliated companies or some other person connected with us (a 'connected person') may have:

(a) A material interest in a transaction that we intend to enter into with or for one of our clients

(b) A relationship that gives, or may give, rise to a conflict of interest relating to the investment, transaction or service concerned

(c) An interest in a transaction that is, or may be, in conflict with the interest of any of our clients

(d) Clients with conflicting interests in relation to a transaction

27.2 We are involved in a wide range of services with a wide range of individuals and organisations. This means that we, or any connected person, may have interests which conflict with those of our clients. We always aim

to treat our clients fairly and appropriately and one of the ways in which we do this is to take account of any conflicts of interest that may arise through our business activities if those conflicts may risk disadvantaging our clients.

27.3 We have policies and procedures in place that re designed to take all appropriate steps to identify and then prevent or manage conflicts of interest between: (1) us (including our managers, employees, appointed representatives or any other person directly or indirectly linked to them) and you; or (2) you and another client of ours, that may arise in the course of us providing any service to you. The policies and procedures are designed to prevent any such conflicts of interest from adversely affecting your (or another of our clients') interests.

27.4 Below is a summary of our conflicts of interest policy and the main information that you need to understand the measures we take to protect your interests. You can ask your investment manager for more details of our conflicts of interest policy at any time.

Summary of Conflicts of Interest Policy

27.5 The circumstances in which a conflict of interest or possible conflict of interest may arise include where we or any connected person may:

- act in relation to investments where we are involved in a new issue, rights issues, takeover or similar transaction concerning the investments;
- carry out a transaction for or with you in circumstances where we know about other actual or possible transactions in the relevant investment;
- hold a position in, or trade, deal or make markets in, investments you buy or sell; or
- have any other business relationships with, or interest in, the issuer (or any of its associates or advisers) of any investments you have bought or sold including carrying out a merger, acquisition or takeover of any issuer (or associates).

We have in place a number of procedures and measures for preventing or managing conflicts of interest that arise in the course of our business. These measures include structural separation (for a definition of 'structural separation', please see the glossary at www.quiltercheviot.com), which may be physical or otherwise, including creating information barriers, compensation arrangements and/or management and supervisory structures.

We may also oversee contacts between and within business units whose clients have opposite or competing interests with the clients of other business units. And, we may regulate the personal investment and business activities of our employees to prevent conflicts of interest arising against the interests of clients.

27.6 If these measures are not enough to make sure, with reasonable certainty, that we will prevent the risks of damage to the interests of one or more clients, we will clearly explain the general nature and sources of the conflicts to the client concerned and the steps taken to mitigate those conflicts before we carry out business with or for that client. We will also ask their permission before we act.

27.7 If we believe there is no practical way of preventing damage to the interests of one or more clients, we may refuse to act.

Put simply, we have designed and implemented a comprehensive policy to identify conflicts of interest which may risk disadvantaging you if not managed appropriately. We have implemented a variety of measures to prevent or manage conflicts of interest but, if we believe those measures are insufficient to prevent the risk of damage to your interests, we will let you know and seek your permission to continue acting. In the most extreme circumstances when we are unable to prevent the risk of damage to our clients interests, we may refuse to act.

27.8 Subject to **applicable regulations**, we and any relevant connected person may provide the relevant services despite any conflict of interest and we do not have to account to you for any income, gain, profit, benefit or other advantage arising from doing so as long as we are not breaking any **applicable regulations**.

27.9 In accordance with **applicable regulations**, we may receive minor non-monetary benefits such as training, hospitality of a reasonable de minimus value and research for a trial period.

27.10 Connected persons and their employees may have positions in and carry out transactions in securities of companies which we research and trade in. As a result, we may not be able to advise or deal for you in certain investments and we may refuse to deal or arrange any transaction or give advice or make any recommendation to you.

27.11 We may buy or sell units for you in collective investment schemes where we or an affiliated company are the trustee, operator, investment manager or sponsor of the scheme or an adviser to the trustee, operator, sponsor or investment manager of the scheme.

27.12 We may occasionally match your transaction with that of another client by acting on their behalf as well as yours.

27.13 We may recommend or buy investments where we or a connected person are involved in a new issue, rights issue, takeover or similar transaction concerning the investment.

Section 28: Other organisations and agents

What is this section about?

This section describes your ability to appoint somebody else to act as your agent in dealing with us and how you can do so. It also details our ability to delegate our responsibilities under the **agreement.**

28.1 You acting as agent

We will provide services to you on the basis that only you are our client and so, if you act on behalf of another person, whether or not you tell us about them, they will not be our client for the purposes of the **MiFID Regulations**.

28.2 You appointing someone else to act as your agent

28.2.1 You may appoint someone else (such as your adviser, solicitor or accountant) to act as your agent, either for all purposes of the **agreement** or for certain limited purposes. An agent who is regulated (such as by the Law Society of Ireland or **Central Bank**) must act within their professional field or regulated capacity. We will assume that if you have appointed a professional or regulated agent, any authority is within their professional field or regulated capacity (as appropriate).

28.2.2 If you want to appoint an agent, you must fill in the relevant section of the **application form** or **account participants form** and they must fill in the **account participants form**.

28.2.3 If you want to place limits on what your agent can do for you or what information we can give your agent, you must make clear what those limits are in the **application form** or **account participants form**. Unless you say differently in the **application form** or **account participants form**, we may assume that your agent can do anything under the **agreement** which you could do.

28.2.4 We will not be legally responsible to you for acting on any instruction, permission or information given to us by your agent. As a result, it is important that you choose your agent carefully.

28.2.5 If you want to instruct us to pay your agent, you must sign separate documents to give us specific instructions to do so. This may be payment from your **account** or us sharing part of our own charges but will be subject to our agreement and compliance with **applicable regulations**.

28.3 We may delegate any of our duties or functions under the **agreement** to any person or organisation but if we do so, we will first satisfy ourselves that any such person or organisation is competent to carry out those

duties or functions. If we delegate any of our duties or functions under the **agreement** and the **applicable regulations** require us to, we will give you appropriate details. If we choose to delegate something we could reasonably do ourselves, we will be responsible for the acts of the person or organisation we delegate our duties to. If we appoint somebody else to carry out functions on your behalf that we do not perform ourselves (for example if we appoint a third-party broker to execute a transaction, or this is needed due to legal or regulatory reasons), we will not be responsible for any losses caused by the failure of the person or organisation we appointed (unless we failed to use reasonable care in choosing them). If we delegate to or appoint someone you have chosen, we will have no responsibility for their actions.

Section 29: Time for carrying out our and your responsibilities

29.1 If the **agreement** gives a time or period by which we or you must carry out the responsibilities under it, we must both keep to these timescales. If there is no timescale given, any responsibilities must be carried out within a reasonable time in the circumstances. We may serve a notice on you (and you may serve a notice on us) stating that legal action may be taken if the responsibility is not met within the reasonable period given.

Section 30: Notices and other communications

30.1 All notices must be given in writing in English and will be sent to the relevant address given in your **application form**, or, subject to our verification procedures, to any new address that has been supplied by you in line with this section 30.

30.2 Subject to section 15, you may communicate with us generally by post, by email, or face-to-face or by phone. We may decide the way in which you must send different types of communications (including changes in your contact information and dealing instructions) to us and the addresses to be used for that purpose. We do not have to act on any communications that are sent in a way that is not consistent with these methods.

30.3 We will assume a notice has been received (unless it is proved differently) on:

(a) The third business day after posting if it is sent by first-class post

(b) The next business day after sending, if sent by email

Section 31: Amalgamations, mergers and transfers

31.1 The **agreement** will still be valid and binding on you even if we amalgamate or merge with any other company or if we sell or transfer all or any part of our business to another organisation. We may transfer or assign any of our rights or obligations under the **agreement**, in whole or in part, to a third party provided we act in accordance with the **applicable regulations** and reasonably consider that such a transfer will not materially affect the services provided under the **agreement**. We may do this upon giving you at least 30 days' written notice, unless you have given us notice terminating the **agreement** on a date before any transfer. If we carry out such a transfer and it will cause you significant disadvantage, you may end the **agreement** by giving us written notice.

If we transfer our business (or part of it) to another organisation, these **terms and conditions** will still be binding on you. We will give you at least 30 days' notice of any such transfer of business and will always act in accordance with our regulatory obligations.

31.2 If we transfer our rights and obligations under the **agreement**, in whole or in part, to an affiliated company of ours which we have satisfied ourselves holds the necessary regulatory authorisation, we may act as your agent for the purpose of giving effect to the transfer and assignment of our rights and obligations in accordance with this section, including the provision of any consent to the transfer of your investments and money to an affiliated company of ours, its nominee or a third party.

31.3 The **agreement** is for our benefit and is binding on us and on anyone who takes over our business. In the event of your death, the **agreement** will continue to be binding on your personal representatives when they are acting in that capacity (in line with section 24), but you cannot transfer your rights and responsibilities under the **agreement** or any interest in it without our written permission and any attempt by you to do so without our permission will not be effective.

Section 32: Disputes and language

32.1 The **agreement** and any dispute or claim arising out of or in connection with it will be governed by Irish law. Any disputes will be dealt with by the courts of Ireland except where expressed otherwise.

32.2 Our documents, other information and the communications between us and you will be in English.

Section 33: The full agreement

33.1 We believe that the **agreement** contains all those terms which have been agreed between us and you. However, there may be terms, either agreed between us or implied by the law, which apply to the **agreement** that are not set out here. If we have agreed a term that is not set out here, you (or we) will need to be able to prove that the term was agreed and that the person who agreed it was authorised to do so. If you believe that something has been agreed which is not set out in the **agreement**, please tell your investment manager as soon as possible. The law implies certain terms into an agreement even though they may not be stated in it. This is especially the case for those terms which are too obvious to need stating (for example, that you will not commit fraud against us), or are needed to make the **agreement** effective in the way you and we intend.

33.2 We are governed by certain requirements under the **applicable regulations** that may give you rights of action against us. Except for those specific requirements, it is not a term of the **agreement** that we keep to other **applicable regulations**, any breach of which will be a matter between us and the relevant authority.

Section 34: When the terms will not be valid

34.1 Each term or condition of the **agreement** is separate. If we cannot enforce any term or condition or it is invalid or breaks any laws or **applicable regulations**, it will not affect any of the other terms and conditions. However, if such term or condition affects the commercial basis of the **agreement** or our relationship, we and you will negotiate in good faith to change that term or condition to correct the situation.

Section 35: Rights of others to enforce the agreement

35.1 Unless these **terms and conditions** say otherwise, the **agreement** is only enforceable by you and us and no other person shall have any rights to enforce any provision of it (including these **terms and conditions**).

Section 36: Complaints

36.1 If you have any complaints about the services provided to you by us, you should contact the Head of Compliance at Quilter Cheviot Europe Limited, Hambleden House, 19-26 Lower Pembroke Street, Dublin 2, who will investigate your complaint.

36.2 We have an internal procedure for handling complaints, full details of which are available on request. We will do our best to resolve your complaint as quickly as possible. We will promptly acknowledge your complaint by letter and will also explain our procedure for handling complaints. You can ask your investment manager for a copy of this at any time. Once we have investigated your complaint, we will send you a final response letter. If for any reason you are not satisfied with our response, you may be able to refer the matter to the Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. We will include information explaining the procedure in our final response. You can also get more information, and a complaint form to use the service, from the Financial Services and Pensions Ombudsman's website at **www.fspo.ie**

36.3 Where your complaint relates to online sales or services you may be able to avail of the European Commission's Online Dispute Resolution platform which you can access at **ec.europa.eu/odr**.

QUILTER CHEVIOT

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