

# **Singer Capital Markets**

# **Terms of Business**

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Professional Clients

March 2023



# SINGER CAPITAL MARKETS

## PROFESSIONAL CLIENT TERMS OF BUSINESS

### JARVIS INVESTMENT MANAGEMENT LIMITED – CUSTODY AND SETTLEMENT AGENT

#### 1. General Information

- 1.1 **Information about us:** Singer Capital Markets Securities Limited ("**Singer Capital Markets**") (Company Number 05792780) is authorised and regulated by the Financial Conduct Authority ("**FCA**") (FCA Firm Reference Number 453676). Our registered office is at 5th Floor, One Bartholomew Lane, London, EC2N 2AX.
- 1.2 **Agreement:** Your relationship with us, and between you and Jarvis Investment Management Limited (if applicable), is governed by the whole of this document (including the schedules), together with the terms set out in the following documents:
- (a) Order Execution Policy;
  - (b) Conflicts of Interest Policy; and
  - (c) Privacy Notice,
- and any other documents mentioned in these Terms of Business, which can be obtained on our website at <https://www.singercm.com/legal-regulatory/>, all of which set out the terms of the contract between you and us (the "**Agreement**").
- 1.3 **Commencement:**
- (a) This Agreement is legally binding and shall take effect and be deemed accepted on the earlier of when you acknowledge receipt of them or when you place any Orders or Instructions with us or otherwise engage our services, and for existing Clients shall supersede any previous terms or agreement between you and us on the same subject matter.
  - (b) We shall not be bound by any terms of business or other contractual documentation you send to us (or that a third party sends to us on your behalf) in respect of the services described hereunder unless and to the extent we subsequently expressly agree in writing to be so bound.
- 1.4 **References:** References to "**we**", "**our**" and "**us**" shall mean Singer Capital Markets and references to "**you**", "**your**" and "**yourself**" in this Agreement are references to the Client which will include any Principal, if applicable, on whose behalf you are acting.
- 1.5 **Our capacity:** We will deal with you in a principal/riskless principal capacity in relation to any services we undertake for you under these Terms of Business unless we inform you that we are dealing with you as agent generally or with respect to any Transaction or class of Transactions and every Order which we may

take is accepted and executed on the basis that we act on our own account as principal/riskless principal and not as your agent.

## 2. Client Classification and Status

- 2.1 We will notify you in our covering letter or email of the category of client that we have classified you as in accordance with the FCA Rules. We will assume your acceptance of this classification unless, prior to trading, you request a different classification, which we are not obliged to agree to. Such request should be put in writing to our Compliance Department (by email to [compliance@singercm.com](mailto:compliance@singercm.com)) and each application for reclassification will be considered on a case by case basis.
- 2.2 If you have been classified as a Retail Client, you may request a reclassification as an "Elective Professional Client" in accordance with FCA Rules, however, this will decrease the level of regulatory protection awarded. We can only agree to this request if certain criteria are met and certain procedures followed. We must carry out an assessment of your expertise, experience and knowledge to satisfy ourselves that you are capable of making investment decisions and understanding the risks involved. If we agree to your request to be reclassified as an Elective Professional Client, some of the protections afforded to Retail Clients will not be afforded to you. If you request a different categorisation, we will provide you with a written notice of the protections lost.
- 2.3 If you have been classified by us as a Professional Client, you have the right to request that you are categorized as a Retail Client which would increase the protections afforded to you. Such request should be made to us in writing to our Compliance Department (by email to [compliance@singercm.com](mailto:compliance@singercm.com)). If we receive a request for a different client categorisation from you, we will inform you of whether or not we accept it.
- 2.4 As a Professional Client (including if we agree to your request to be reclassified as an Elective Professional Client), some of the protections afforded to Retail Clients will not be afforded to you. For example, the FCA Rules on communications with Professional Clients are less prescriptive than for Retail Clients, and under the FCA Rules, we are entitled to make certain assumptions about Professional Clients, for example, in relation to their knowledge and experience. You confirm you understand, and have considered, the implications of the loss of these protections.
- 2.5 If you have been classified by us as a Professional Client and you request to us in writing categorisation as an Eligible Counterparty and we agree to such categorisation, we would no longer be required by regulatory rules to provide certain protections granted to Professional Clients. The regulatory protection concerned include formal requirements in the following areas: (a) to act in accordance with your best interests; (b) in certain contexts to provide enhanced information to you before providing services; (c) to achieve best execution in

respect of your orders; (d) to execute orders subject to other constraints regarding timing and handling relative to other clients' orders.

- 2.6 We reserve the right to decline any request for client reclassification if it appears to Singer Capital Markets, on consideration of the request, that the reclassification would be inappropriate to the business activities or experience of you the Client.
- 2.7 If you are acting as agent when dealing with us, you shall inform us in writing and if we agree to your acting as such:
- (a) we will continue to treat you alone (rather than any such person) as our client for the purposes of the FCA Rules; and
  - (b) you acknowledge and accept that you and your Principal will be jointly and severally liable, each as if a Principal, to us in respect of all of your obligations and liabilities pursuant to this Agreement. Where you act for a disclosed Principal you will not be liable under this Agreement for your Principal's liabilities, save for where you owe us obligations as an agent, including in relation to those representations and warranties that you undertake on your own behalf.
- 2.8 If you are authorised under the FSMA and are acting on behalf of any other person when dealing with us, you agree that you will comply at all times with all relevant FCA Rules and will have undertaken all necessary identification and verification checks for the purposes of complying with statutory and FCA money laundering requirements in respect of each Principal for whom you act.
- 2.9 You shall comply with any trade, financial or other sanctions regime which applies in relation to your business including, without limitation, sanctions and embargos imposed by: (i) the United Nations, European Union, United Kingdom or United States (including regimes administered by the United States Department of the Treasury, OFAC and Her Majesty's Treasury); and (ii) any other such regime which applies in relation to your business

### 3. Compensation Scheme

- 3.1 We are covered by the Financial Services Compensation Scheme ("**FSCS**"). The FSCS provides compensation in certain circumstances for customers of authorised financial services firms if the firm is in default. The scheme may provide compensation should we be unable to meet our obligations but is not available to every investor. In circumstances where you are classified as a Professional Client or Eligible Counterparty these protections may not be available to you. Compensation is typically paid out because a firm has ceased trading and/or is insolvent. In respect of investment business, the compensation limit is currently set at £85,000.
- 3.2 Further information about compensation arrangements is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Further information on the FSCS is available

at <https://www.fscs.org.uk>.

## 4. Complaints

- 4.1 We take complaints seriously and have established procedures in accordance with the FCA's requirements for complaints consideration and handling, to ensure that complaints are dealt with fairly and promptly.
- 4.2 A summary of our written complaints handling procedure is available via our website at <https://www.singercm.com/legal-regulatory/>.
- 4.3 If you would like to make a complaint you should contact us to raise your complaint. You may do this in a number of ways as detailed in our complaints handling procedure, including by writing to us as follows:
  - (a) If by post:  
Attention: Chief Compliance Officer  
Singer Capital Markets  
One Bartholomew Lane  
London, EC2N 2AX
  - (b) If by email to: [compliance@singercm.com](mailto:compliance@singercm.com)

## 5. Applicable Regulations

- 5.1 **Subject to Applicable Regulations:** This Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Regulations, the relevant Applicable Regulation will take precedence; and (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.
- 5.2 **Market and Trading Venue action:** If a Market or Trading Venue (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market or Trading Venue) take any action which affects a Transaction, then we may take any action which we, at our discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.
- 5.3 **US Persons:**
  - (a) Singer Capital Markets is not authorised to operate as a broker-dealer in the United States ("US") and as such will not engage in business with US Persons other than in very specific circumstances. These circumstances are: (i) where the US Person is a Financial Industry Regulatory Authority (FINRA) registered broker-dealer; and/or (ii) where the US Person is a 'major US institutional investor' and an appropriate arrangement has been put in place by Singer Capital Markets to permit interaction between Singer Capital Markets and the US Person under Rule 15a-6 of

the Securities Exchange Act of 1934.

- (b) Pursuant to the above, if you are a US Person then by agreeing to these Terms of Business you represent and warrant (and on an ongoing basis) that any relationship between us and you satisfies one of the above criteria. If you are unsure of whether any relationship established by this Agreement satisfies the above criteria then you should seek legal advice. If your circumstances change then this Agreement shall be terminated with immediate effect and you must notify Singer Capital Markets in writing immediately. Furthermore, you acknowledge and agree that Singer Capital Markets does not provide (and will not be regarded as having provided) investment advice to any US Person under any circumstances.

## 6. Our Services

- 6.1 We offer an execution-only dealing service in Financial Instruments, including:
  - (a) shares, including preference shares;
  - (b) debenture stock, loan stock, bonds, notes, certificates of deposit, or other debt instruments, including government, public agency, municipal and corporate issues;
  - (c) warrants to subscribe for investments falling within categories (a) and (b) above;
  - (d) depository receipts or other types of instruments relating to investments falling within categories (a), (b) and (c) above;
  - (e) units in collective investment schemes.
- 6.2 We will execute Orders at your request on an execution-only basis. We will not provide you with any personal recommendation or advice on the merits of any Transaction or its taxation or other consequences.
- 6.3 You are required to make your own assessment of any Transaction that you are considering and should not rely on any information, proposal or other communication from us as being investment advice. If we effect a Transaction with or for you, this shall not mean that we recommend, or agree on the merits of the Transaction or that the Transaction is suitable for you.
- 6.4 Where we execute Transactions in non-complex financial instruments (as defined in the FCA Rules), you acknowledge that we are not required to assess the suitability or appropriateness of the Financial Instrument or service provided or offered and that therefore you do not benefit from the provision of the FCA Rules on assessing suitability or appropriateness.

- 6.5 In relation to Transactions in complex financial instruments (as defined in the FCA Rules), we are required to obtain information from you regarding your knowledge and experience, so as to enable us to make an assessment as to whether the product or service is appropriate for you. However, as you are a Professional Client we will assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to those services or relevant Transactions. We are not required to assess whether any product or service is appropriate for you if you have been categorised as an Eligible Counterparty.
- 6.6 Set out in Schedule 1 are general risk warnings in relation to the services we offer. You undertake to read such risk warnings and take them into account when deciding whether or not to instruct us in relation to such services

## **7. Costs, Charges, Payments and Taxes**

- 7.1 Our charges for services will be disclosed to you in accordance with the FCA Rules and you will pay our charges as agreed with you from time to time. Any alteration to charges will be notified to you before the time of the change.
- 7.2 Unless otherwise agreed between us in writing, you shall be responsible for payment of any applicable taxes, commissions, brokerage fees, transfer fees, stamp duty and all other liabilities, charges, costs and expenses payable or incurred by us, the CS Agent or any other third party in connection with services which we or they provide to you. We may deduct from sums due to you or withhold any such estimated or actual charges at our reasonable discretion. Any difference between such estimated amounts and the final confirmed liability shall be promptly credited or debited to your account.
- 7.3 Subject to the FCA Rules, confirmations may be sent to you showing a single price for the Transaction, that combines both the unit price and our charges in respect of that Transaction.
- 7.4 Where any part of the total costs and charges is to be paid in or represents an amount of foreign currency we will provide an indication of the currency involved and the applicable currency conversion rates and costs.
- 7.5 If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, whether pursuant to a judgement of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due.
- 7.6 Unless we give you written notice to the contrary, all payments and deliveries between us and/or the CS Agent shall be made on a net basis and we and/or the CS Agent shall not be obliged to deliver or make payment to you or both (as the case may be) unless and until we and/or the CS Agent have received from you the appropriate documents or cleared funds.

- 7.7 We may receive remuneration from, or share fees or charges with a third party in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be disclosed to you as required by the FCA Rules.
- 7.8 You acknowledge the possibility that other taxes or costs may exist that are not paid through or imposed by us.
- 7.9 All payments to us under this Agreement shall be made in same day funds in the currency and to the accounts that we specify and without making any set-off, deduction, withholding or counterclaim.
- 7.10 You are responsible for all taxes (UK or foreign) that may arise in relation to a Transaction, whether under current or changed law or practice. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice. In the event that we become liable to pay any tax on your behalf arising from or incidental to Transactions executed by you with us you shall reimburse us on demand in full for the amount of such tax paid by us.
- 7.11 We will charge you VAT where Applicable Regulations requires us to do so. For the avoidance of doubt, unless otherwise stated, any fees and charges will be quoted exclusive of VAT.

## 8. Instructions and Execution of Orders

- 8.1 **Placing of instructions:** All Instructions must be given in English in writing by email or other electronic means or orally (including by telephone), unless we tell you that instructions can only be given in a particular way. We shall not be obliged to accept Instructions to enter a Transaction on your behalf. Orders received electronically are not deemed to have been accepted for execution until we execute them on your behalf. Our sending to you of an acknowledgement of receipt is not an agreement on our part to execute your Order. We will not be responsible for any action we take in good faith, pursuant to receipt of Instructions from you.
- 8.2 **Unclear or incomplete Instructions:** If your Instruction is unclear or incomplete, we may delay acting on it until we receive the clarification we need. We will not be liable for any loss arising from any delay whilst we seek clarification or confirmation or from exercising our right to decline to act in the absence of such clarification or confirmation. We shall have no responsibility for any error or inaccuracy in any Instruction. If at any time we request clarification or additional information from you and you do not respond within a reasonable timeframe, we reserve the right to take such action as we reasonably consider appropriate in the circumstances, whether for our own protection or otherwise. We shall not be required to do anything or refrain from doing anything which would in our



opinion infringe any Applicable Regulation to which we are subject.

- 8.3 **Authority:** We may rely and act on Instructions given, or purporting to be given, by you or anyone who reasonably appears to us (and whom we believe in good faith) to be authorised by you without any further enquiry as to the genuineness, authority or identity of the person giving the Instructions. You will be bound by the Instructions which we, in good faith, believe to have originated from such a person. You will be responsible for all Instructions given by any person who is appointed to act on your behalf and you will be treated as having given those Instructions. We will have no liability whatsoever if an Instruction that we have accepted and acted on in good faith is subsequently discovered to have been given or amended without your authority, or is otherwise falsified or is incorrect.
- 8.4 **Cancellation/withdrawal of instructions:** We can only cancel your Instructions if we have not acted upon those Instructions. Instructions may only be withdrawn or amended by you with our consent.
- 8.5 **Execution of Orders:** You may ask us to sell or (provided you have sufficient funds available) purchase any particular investment. If we accept your Instructions we shall use reasonable endeavours to effect them, but shall be under no liability for any loss or expense incurred by reason of our reasonable delay or any change in market conditions before the particular transaction can be effected or other rights can be exercised. We may postpone execution of an order if we believe on reasonable grounds that it is in your best interests to do so. We will carry out an order on your behalf only when the relevant Market is open for dealings, and we will deal with any Instructions received outside Market hours promptly when that relevant Market is next open for business (in accordance with the rules of that Market).
- 8.6 **Best Execution:** We will owe best execution under Applicable Regulations to you in accordance with our Order Execution Policy as from time to time in effect, a copy of which has been published on our website at <https://www.singercm.com/legal-regulatory/>. The Order Execution Policy, among other things, provides for the possibility of execution outside of a Trading Venue. By accepting these terms, either completing the Express Consent Form (attached to our account opening pack) or by providing Orders or Instructions to us, you consent to such policy and to the execution of Transactions outside of a Trading Venue.
- 8.7 **Exceptional Event:** We accept no liability for the non-completion of or delay in completing any Instructions given by you or accepted by us where this is caused by an Exceptional Event as set out in clause 19, or where there is not a reasonable amount of time available to execute the order between the receipt of your Instruction and the closure of the particular Market. Further, we shall not be held liable for any loss you may incur arising from any delay or change in market conditions before such Transactions may be effected, whether caused by the inability to communicate with market makers, computer failure, labour dispute or any other reason beyond our control.

- 8.8 **Limit Orders:** You hereby expressly instruct us that whenever you place a limit Order for shares traded on a regulated market or on a Trading Venue, unless otherwise agreed in writing at the time we accept your Order, if the Order is not immediately executed under prevailing market conditions, we are not required to make the Order public where we consider it appropriate not to do so.
- 8.9 **Trade Confirmations:** We will provide you with confirmations of all Transactions carried out on your behalf in accordance with Applicable Regulations (including any terms we have separately agreed with you regarding the extent and nature of such confirmation). You agree that we may send confirmations and other statements by e-mail to the e-mail address on record for you or as otherwise agreed between us. Subject to Applicable Regulations, we may send you a single confirmation in respect of a series of Transactions unless agreed in writing otherwise. All confirmations, contract notes and other statements which we send to you shall, in the absence of manifest error, be conclusive and binding on you, unless we receive written notice from you within two Business Days of despatch to you or we notify you of an error in the confirmation or contract note within the same period.
- 8.10 **Intermediate brokers and other agents:** We may, at our entire discretion but subject always to our Order Execution Policy and Applicable Regulation, arrange for any Transaction to be effected with or through an agent, broker, intermediary, member of an exchange/clearing institution or other third party (each, a **"Third Party"**). Neither we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of any such Third Party. No responsibility will be accepted for any Third Party selected by you.
- 8.11 **Market Suspension:** You acknowledge and understand that business on a Market may be from time to time be suspended or restricted or the Market may from time to time be closed for a temporary period or for such longer period as may be determined in accordance with the rules of any Market or the occurrence of one or more events which require such action to be taken in the interests of, maintaining a fair and orderly market. Any such action may result in us being unable, and through us, you being unable to enter into Transactions in accordance with the rules of the relevant Market. Furthermore we, and through us, you may from time to time be prevented from or hindered in entering into Transactions in accordance with the rules of the relevant Market as a result of a failure of some or all of the Markets facilities. We shall have no liability to you as a result of any of the circumstances or occurrences referred to in this clause.
- 8.12 **Aggregation:** We may combine your Order with our own Orders and orders of other clients without further reference or authority from you. Aggregation will only take place if we reasonably believe that this is in the overall best interests of our clients and that it is unlikely such aggregation will work to the overall disadvantage of you when we aggregate your Order. However, on some occasions, aggregation may result in you obtaining a less favourable price in relation to a particular order.

8.13 **Limits:** We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at any time in our absolute discretion and may include (without limitation):

- (a) controls over frequency, quantity and/or value of Orders;
- (b) controls over our total exposure to you or incurred by you;
- (c) controls over prices at which Orders may be submitted, to include without limitation, controls over Orders which are at a price which differs greatly from the market price; or
- (d) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulation.

Account limits do not limit or represent your liability for losses to Singer Capital Markets, and the funds you may have from time to time on deposit with us do not represent any limit upon your financial liability to us.

8.14 **Performance of obligations:** You will promptly deliver any instructions, money, documents or securities deliverable by you under a Transaction in accordance with the terms of that Transaction as modified by any instructions given by us for the purpose of enabling us and/or the CS Agent to perform our obligations in relation to that Transaction.

## 9. Trade and Transaction Reporting

9.1 Under Applicable Regulations, we may be obliged to make information about certain Transactions public or provide information about Transactions to regulatory authorities and you agree that we may do so where we consider this is required.

9.2 We will comply with our trade and transaction reporting requirements under and in accordance with the FCA Rules and other Applicable Regulations. To enable us to comply with our obligations, you agree to promptly deliver to us (and/or procure the delivery of) any information, data and/or documents that we may from time to time request to enable us to complete and submit trade and transaction reports to the relevant competent authority. You consent to us providing information, data and/or documents about you (or, where applicable, your underlying Principals) and Transactions executed with or for the same to competent authorities in the course of submitting trade or transaction reports. We reserve the right without liability and at our sole discretion to cancel any Orders or Transactions where you have failed to provide us with sufficient or accurate information to enable us to comply with our trade and transaction reporting requirements. You further agree that we may make public relevant

details of quotes provided to you and Transactions executed for you in accordance with Applicable Regulations.

## 10. Settlement and Custody

- 10.1 We do not provide you with any settlement or custody services and therefore you are required to appoint and enter into an agreement with a custodian that will provide you with custody, settlement and ancillary services in relation to your assets.
- 10.2 If you have not appointed such a custodian, we have entered into a settlement agent and custody outsourcing agreement (the "**CS Agreement**") with the CS Agent (Jarvis Investment Management Limited) named in Schedule 2 on your behalf, under which the CS Agent has agreed to provide settlement, custody and associated services to you. The principal terms and conditions of the CS Agreement are summarised in Schedule 2. It is important that you read these carefully as they form a contract between you and the CS Agent.
- 10.3 By entering into this Agreement, you agree that:
- (a) we are authorised to enter into the CS Agreement on your behalf as your agent;
  - (b) you are bound by the terms of the CS Agreement as summarised in Schedule 2 which constitute the formation of a contract between you and ourselves and also between you and the CS Agent;
  - (c) we are authorised to give instructions and provide information concerning you to the CS Agent and the CS Agent shall be entitled to rely on any such instructions or information without further checks or enquiries; and
  - (d) the CS Agent is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to the CS Agent.
- 10.4 Under the CS Agreement you will remain a client of ours but will also become a client of the CS Agent for settlement and custody purposes. The CS Agent shall act as your settlement agent, in addition to providing you with custody services, but shall not be considered your agent for any other purposes. We will retain responsibility for compliance and regulatory requirements regarding our own operations and provision of the trading service with us. In particular, we will remain responsible for approving the opening of your account, money laundering compliance, accepting and executing securities orders and for our ongoing relationship with you. The CS Agent neither provides investment advice nor offers any opinion regarding the suitability of any Transaction or order. You should direct all enquiries regarding your accounts to us as the CS Agent will not

accept instructions from you directly.

## 11. Research

- 11.1 Subject to clause 11.3, we may from time to time provide you with research materials, as well as written or oral market recommendations and other market and investment analysis (collectively "**research material**"). You hereby acknowledge and understand that research material provided by us to you with respect to your trading activities is solely incidental to the conduct of our business, shall not serve as a primary basis for any decision by you and does not constitute investment advice nor a recommendation to enter into a Transaction. You should read and consider carefully any disclosures or disclaimers made in such research material.
- 11.2 We will not be under any obligation to provide, or continue to provide, any aspect of research materials (or related research services) if, in our opinion, to do so would infringe any Applicable Regulations. We may terminate our provision of research (or related research services to you) by notice.
- 11.3 You represent and warrant that the receipt of research (or related research services) provided by us will comply with Applicable Regulations (including, but not limited to, any requirement to ensure that where payments for research are made from a research payment account, they are not linked to the volume or value of transactions executed on behalf of your underlying clients).

## 12. Communications Recording

- 12.1 In accordance with Applicable Regulations, we may record, monitor and retain all telephone conversations and other electronic communications with you or any of your agents which relate to or are intended to lead to the conclusion of a Transaction in a Financial Instrument. Other communications may also be recorded. You agree that such records: (a) will be the sole property of Singer Capital Markets and will be held for five (5) years (or more where required by Applicable Regulations); (b) shall be conclusive evidence of all such telephone calls; and (c) may be used as evidence in the event of a dispute. Subject to Applicable Regulations, records will be made available to you on request and will be presented in the language used to provide the Service. We may, if required to do so, also provide such recordings and transcripts to the FCA or other relevant regulatory authority in accordance with Applicable Regulations.

## 13. Representations, Warranties and Covenants

- 13.1 **Representations and warranties:** You, whether you are acting as principal on your own account or as agent, represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

- (a) you have capacity and have obtained all necessary authority, powers,

Private and Confidential

consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction, including, where relevant, in relation to each applicable Principal;

- (b) any money and other assets placed or traded with us and/or the CS Agent are free of mortgage, charge, pledge, lien, right of set-off and any security and do not constitute the proceeds of any activity, which is illegal or unlawful under the laws of the United Kingdom or of any applicable jurisdiction or which would be illegal or unlawful were such an activity be carried out in the United Kingdom or such other jurisdiction;
- (c) the persons entering into this Agreement and each Transaction on your behalf have been duly authorised to do so;
- (d) this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any Applicable Regulation, order, charge or agreement by which you are bound;
- (e) no Event of Default has occurred or is occurring with respect to you;
- (f) unless otherwise agreed by us in accordance with clause 2.7, you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction;
- (g) any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- (h) except as otherwise agreed by us (and in which case, where the below therefore applies instead of this sub-clause), you are the sole beneficial owner of all investments or other property you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held;
- (i) where you act as agent, as agreed with us in accordance with clause 2.7, no Transaction will exceed or breach any investment restrictions of the applicable Principal and no such Transaction exceeds the assets of the Principal that you, as agent, control and are authorised to enter into Transaction with us in relation to;
- (j) you are willing and financially able to sustain a total loss of funds resulting from Transactions;
- (k) to the best of your knowledge and belief, you are in compliance with all

laws to which you are subject, including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements that would affect the enforceability of these Terms of Business or the Transactions.

13.2 **Covenants:** You covenant to us that:

- (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause 13;
- (b) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default with respect to yourself and any joint account holder;
- (c) you will not send Orders or take any action which you have reason to believe are in breach of Applicable Regulations;
- (d) you will promptly notify us of any change to the details supplied during the account opening process, including in particular any change of address, changes relating to any authorised signatory or change to your tax residence for tax purposes which may affect the basis on which we do business with you;
- (e) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations, including compliance with the relevant regulations relating to the detection of financial crime, prevention of terrorism and anti-money laundering, and where appropriate, in order to establish that the services we provide are appropriate for you.

## 14. Events of Default and Default Remedies

14.1 The following events shall constitute an "**Event of Default**":

- (a) you default in any payment or other obligation you may have to us or the CS Agent under this Agreement;
- (b) any termination or suspension or loss of any relevant regulatory authorisation;
- (c) any representation or warranty given by you under this Agreement is or becomes untrue, false or misleading in any material respect;
- (d) any event of default (howsoever described) occurs under any other agreement between us;

- (e) any action is taken or event occurs where we reasonably consider it necessary or desirable for our own protection or to prevent what we consider is or might be a violation of any Applicable Regulation or good standard of market practice or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement;
  - (f) if any material information provided by you was untrue at the time it was given to us or any material information provided by you has become untrue since the time that it was originally given and you failed to notify us of the same within a reasonable time;
  - (g) you become insolvent or bankrupt in any jurisdiction; or any insolvency or bankruptcy proceedings of any nature including any winding-up, administration or similar petition, is started against you or any of your assets in any jurisdiction; or
  - (h) notice be given of a general meeting of your creditors or any similar event.
- 14.2 On the occurrence of an Event of Default, we shall be entitled without prior notice to you:
- (a) to cancel any Orders or Transactions which are at that point unexecuted;
  - (b) to suspend or in any way limit or restrict your ability to place any Order, give any Instruction or enter into any Transaction;
  - (c) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your Transactions, contracts, positions or commitments, which may include the sale of any Financial Instruments to realise sufficient funds to cover any outstanding amounts; and/or
  - (d) to treat any or all Transactions then outstanding as having been repudiated by you, in which event our obligations under such Transaction or Transactions shall thereupon be cancelled and terminated; and/or
  - (e) to exercise any other power or right which we may have under this Agreement or in law/equity; and/or
  - (f) to terminate this Agreement immediately or on a specified date selected by us.



## 15. Termination

- 15.1 Unless otherwise required by Applicable Regulations, either party may terminate this Agreement (and relationship between us) by giving ten Business Days' notice in writing to the other. We may complete any Transaction started prior to our receipt of a notice given by you in accordance with this clause.
- 15.2 Without prejudice to clause 15.1, we may terminate this Agreement immediately by giving you notice if you fail to observe or perform any provision of this Agreement or upon an Event of Default or if a period of 12 months has elapsed since we have provided any services to you under this Agreement.
- 15.3 On termination of this Agreement we shall, as soon as practicable, subject to fulfilling existing trading commitments and subject to clause 15.4, comply with your instructions regarding payment of funds or transfer of any Financial Instruments which we, or the CS Agent, may hold for you.
- 15.4 Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation):
- (a) all outstanding fees, charges and commissions; and
  - (b) any dealing expenses incurred by terminating this Agreement; and
  - (c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- 15.5 Termination will not affect any outstanding Transactions or any legal rights or obligations which may already have arisen or any provision of these Terms of Business which are expressed or by their nature implied to survive termination including, without limitation, clauses 3 (Compensation Scheme), 4 (Complaints), 5 (Applicable Regulations), 7 (Costs, Charges, Payments and Taxes), 8 (Instructions and Execution of Orders), 10 (Settlement and Custody), 12 (Communications Recording), 13 (Representations, Warranties and Covenants), 16 (Limitation of Liability), 17 (Indemnity), 21 (Confidentiality), 23 (Notices), 24 (Miscellaneous), 25 (Data Protection), 26 (Governing Law and Jurisdiction) and 27 (Definitions).

## 16. Limitation of Liability

- 16.1 Neither we nor our Affiliates, nor any of our or their respective directors, officers, employees, agents or delegates, shall be liable for any claims, losses, liabilities, damages, costs or expenses (each, a "**Loss**") incurred or suffered by you (including without limitation any underlying Principal of yours) directly or indirectly under or in connection with the provision of services under this Agreement (including without limitation any Transaction), unless and then only to the extent that such Loss arises primarily and directly from that person's own

fraud, gross negligence or wilful default.

- 16.2 In no event shall we nor our Affiliates, nor any of our or their respective directors, officers, employees, agents or delegates be liable to you (including without limitation any underlying Principal of yours) for any (direct or indirect) losses of profit, revenue, data, or opportunity or for any consequential, indirect, or incidental losses or for any anticipated saving, however caused, and regardless of whether this was disclosed by you, or whether it would have been reasonably foreseeable.
- 16.3 Furthermore, without limiting the generality of the foregoing, we reserve the right to decline to execute any Transaction for you for any reason and accept no liability whatsoever for failing to execute any Transaction.
- 16.4 We do not accept liability for any adverse tax implications of any Transaction whatsoever nor any liability by reason of any delay or change in market conditions before any particular Transaction is carried out.
- 16.5 Neither we, nor our Affiliates (or our respective directors, officers or employees, agents or delegates) shall be liable to you for the insolvency, acts or omissions of any clearing or settlement agent or any custodian or any other third party appointed for the purposes of this Agreement, unless and to the extent we have been negligent in their appointment as required of us under the FCA Rules.
- 16.6 Nothing in this Agreement shall operate to exclude or restrict any duty or liability which we or any Affiliate (or our respective directives, employees, officers, agents or delegates) may owe to you under any Applicable Regulation to the extent that we are not permitted to limit or exclude such duty or liability, or for liability for fraud, or for death or personal injury resulting from our (or their) negligence.

## 17. Indemnity

- 17.1 You agree to indemnify and hold harmless (whether before or after the termination of your relationship with us) Singer Capital Markets, our Affiliates and each of their directors, officers, employees, agents and delegates (each, an "**Indemnified Person**") on an after tax basis on demand from and against any and all acts, proceedings, claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including fees and expenses of legal counsel and other professional advisers) (collectively, "**Liabilities**") which may be imposed on, incurred by or assessed against any of the aforementioned persons as a result of their dealings with you, including without limitation their entering into any Transaction with or for you, or acting upon any instructions received from you, except where such Liabilities arise primarily and directly as a result of such Indemnified Person's gross negligence, wilful default or fraud and provided that nothing in this clause 17 shall require the Indemnifying Party to grant an indemnity that would be contrary to English law or Applicable Regulation.

- 17.2 To the extent you have entered Orders for the account of your customers, you shall on demand indemnify, protect and hold each Indemnified Person harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of claims raised by your customers. This clause shall not be affected by the termination of this Agreement.

## 18. Interest

- 18.1 If you fail to pay any amount when it is due, we reserve the right to charge interest (both before as well as after any judgement we may obtain) on such unpaid amount until the date payment is made in full. Such interest shall be calculated at the rate of 1% per annum over the Barclays Bank PLC base rate and shall accrue and be calculated daily from the due date to the date of payment and shall be compounded monthly.

## 19. Exceptional Events

- 19.1 Except as provided otherwise under any Applicable Regulations, neither we nor our Affiliates shall have any liability to you (or, where applicable, your underlying client) for any Loss or be in breach of the Agreement in connection with any partial or total non-performance of, or any failure, interruption or delay in the performance of our obligations that results from acts, events or circumstances beyond our reasonable control, including, but not limited to, any act of God, terrorism, explosion or fire, extraordinary storm, flood, act of government or state, war, riot, civil commotion, any nuclear, chemical or biological contamination, industrial disputes, the suspension of trading by any Market, relevant intermediate broker, exchange or clearing house, the imposition, introduction, amendment or change to Applicable Regulations or the breakdown, failure or malfunction of any communication, settlement or computer services, software or systems or any cyber-attack (each, an "**Exceptional Event**").
- 19.2 Upon the occurrence of an Exceptional Event, we shall use commercially reasonable efforts to resume performance of our obligations to you and will endeavour to give you notice (which may be written where practicable) that an Exceptional Event has occurred. However, where we reasonably believe that immediate action is required to protect ourselves and/or you, we reserve the right to:
- (a) close out, replace or reverse any Transaction, exercise any option, buy, sell, lend or borrow or enter into another Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider appropriate and reasonable in the circumstances; and/or
  - (b) take any action under clause 14,

in all cases without prior notice to you. In such an event, we will endeavour to

provide notice as soon as reasonably practicable after we have taken such action.

## 20. Conflicts of Interest

- 20.1 We are required to take all appropriate steps to identify and manage conflicts of interest between us and you as well as conflicts of interest between clients that arise in the course of our provision of services. We operate in accordance with our Conflicts of Interest Policy which is designed for this purpose, a copy of which is available on our website at <https://www.singercm.com/legal-regulatory/>.
- 20.2 We also act in accordance with the FCA Rules and have in place arrangements to identify and prevent or manage conflicts of interest that arise between us, our employees, Affiliates, and you. However, where the organisational and administrative arrangements established by us to prevent or manage a conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to you will be prevented, we will inform you of the general nature and source of the conflict of interest and the steps taken to mitigate those risks so as to enable you to make an informed decision as to how you wish to proceed before we undertake any business. Where we consider that the only way to adequately manage a conflict will be to avoid it, the relevant activity to which the conflict relates may need to be terminated and you will be informed accordingly.
- 20.3 You authorise us to act under this Agreement notwithstanding that we or any of our departments or Affiliates may have a material interest in the Instruction or that circumstances are such that we may have a potential conflict of duty or interest, including (without limitation) the fact that we or any of our departments and/or our Affiliates may:
- (a) act as a market maker in the Financial Instruments to which any Instructions relate, which shall include engaging in Transactions (including in respect of which it may be the executing counterparty) for its respective proprietary accounts for the same or different types of instruments and may be remunerated by price spread;
  - (b) provide services similar to the services to other clients;
  - (c) act as broker, bookrunner or corporate finance adviser in connection with the issue of the Financial Instruments to which the Instructions relate;
  - (d) act in the same Transaction as agent for more than one client;
  - (e) have a material interest in the issue of the Financial Instruments; and/or
  - (f) earn profits from any of the activities listed herein.
- 20.4 Other than as required by Applicable Regulations binding on us, we shall be under no further duty to disclose any interest to you, including any benefit, profit,

commission or other remuneration made or received by reason of any Transaction or any matching transaction.

- 20.5 The relationship between you and us is as described in this Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part which would prevent or hinder us in doing business with or for you, acting as both market maker and broker, principal and agent, or in doing business with any clients and other investors whether for our own account, your account or for the account of any connected clients and other investors, and generally acting as provided in this Agreement.

## 21. Confidentiality

- 21.1 Subject to clause 21.2, neither party shall, without the prior written consent of the other, use or disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party received under this Agreement (whether or not expressly marked as confidential), except to the extent that such use or disclosure is to an Affiliate or is required to be disclosed to its professional advisors or insurers, or is required to be disclosed by Applicable Regulation or upon request from any judicial, governmental, regulatory or other public body or authority of competent jurisdiction, or is desirable for the purposes of, or to enable the receiving party to properly perform its obligations under this Agreement.
- 21.2 Neither we nor any of our employees is obliged to disclose to you or to take into consideration or utilise for your benefit any fact, matter or thing:
- (a) if in our or its opinion disclosure of the information would or might be a breach of duty or confidence to any other person or render our employees, members, officers, representatives and agents liable to criminal or civil proceedings; or
  - (b) which comes to the notice of an officer, employee, member or agent of ours or of any employee but does not come to the actual notice of the individual or individuals with whom you are dealing.
- 21.3 The obligations under this clause 21 shall not apply to any confidential information lawfully in a party's possession otherwise than as a result of this Agreement or coming into the public domain otherwise than by breach by any party of its obligations hereunder. For the avoidance of doubt, we and our Affiliates will be entitled to disclose such information if we are required or requested to do so by a judicial, governmental, regulatory or other public body or authority of competent jurisdiction or pursuant to any Applicable Regulation.

## 22. Variation

- 22.1 We may amend this Agreement at any time by sending written notice to you of

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the relevant changes. Such changes will become effective ten (10) Business Days after the notice was sent to you (or on such later date as may be specified in the notice), unless you consent to the amendment within a shorter period or unless such amendment is required by Applicable Regulations, the requirements of any applicable Trading Venue, the FCA or other competent authority in which case any such amendment will come into effect on such date as we may specify. No amendment of this Agreement proposed by you will be binding on us unless expressly agreed by us in writing.

- 22.2 Where the proposed amendment is in your favour, we may make the change without giving you prior notice, but will inform you in writing by giving you notice in accordance with clause 23.
- 22.3 Unless otherwise agreed or required by Applicable Regulations, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may have already arisen.
- 22.4 We may update any documents referred to in these Terms of Business, for example our Order Execution Policy, Conflicts of Interest Policy or Privacy Notice, by posting an updated version on our website at <https://www.singercm.com/legal-regulatory/>.

## 23. Notices

- 23.1 All notices, demands or documents which you send to us pursuant to this Agreement shall be provided as follows:
  - (a) by post or in person at our registered office to: Singer Capital Markets, One Bartholomew Lane, London EC2N 2AX, or such other address as we may communicate to you in writing;
  - (b) by email to us at [compliance@singercm.com](mailto:compliance@singercm.com).
- 23.2 All notices, demands or documents which we send to you pursuant to this Agreement shall be provided as follows:
  - (a) by post or in person at your registered office or such other address as you may communicate to us in writing;
  - (b) by email to such email address(es) as we have on record for you.
- 23.3 The notice, demand or documents will be deemed to have been duly served:
  - (a) if delivered by hand, at the time of delivery;
  - (b) if delivered by post, two (2) Business Days after being posted or in the case of Airmail ten (10) Business Days' after being posted;
  - (c) if delivered by email, at the time of delivery evidenced by the email timestamp on the message.

## 24. Miscellaneous

- 24.1 **Entire agreement:** This Agreement represents the entirety of the terms and

conditions on which we provide the services to you and supersedes any prior written or oral agreement, understanding or arrangement between us.

- 24.2 **Transfer or assignment:** We may transfer, delegate, assign or subcontract any and all of our rights and obligations under this Agreement to any person we reasonably consider capable of performing them. Where we transfer or assign any of our obligations under our Agreement, we will give you at least ten (10) Business Days' prior written notice. You may not transfer or assign any of your rights or obligations under your Agreement without our prior written consent.
- 24.3 **Time of essence:** Time shall be of the essence in respect of all obligations of yours under this Agreement (including any Transaction).
- 24.4 **No waiver:** The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.
- 24.5 **Set-off:** Without prejudice to any other rights to which we may be entitled we may at any time and without notice to you set off any liability (whether actual or contingent, present or future) to make payment owed by us to you against any liability of yours to make payment to us.
- 24.6 **Severability:** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 24.7 **Third party rights:** A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 24.8 **Language:** This Agreement is supplied to you in English, and we will continue to communicate with you, and you will continue to communicate with us, in English.
- 24.9 **Intellectual Property:** You acknowledge and agree:
- (a) all copyrights, trademarks and all other intellectual property or other rights thereto in any information distributed to or received by you whether sent by or on behalf of us by any means whatsoever, together with any advertising media, website or other material connected to our services hereunder and in any databases that contain or constitute the information, shall remain our sole and exclusive property;

- (b) you shall not permit or facilitate, and shall take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in sub-clause (a) above however received to any third party.

## 25. Data Protection

- 25.1 Where we obtain, process and store personal data (as defined in the UK Data Protection Laws) that you give us we will do so in accordance with the UK Data Protection Laws and our Privacy Notice which can be obtained via our website at <https://www.singercm.com/legal-regulatory/>.
- 25.2 For the purposes of the UK Data Protection Laws, we shall be a 'data controller' (as that term is defined in the UK Data Protection Laws) in respect of any personal data which you provide to us.
- 25.3 We shall process personal data (as defined in UK Data Protection Laws) given to us for the purposes of implementing and administering this Agreement, providing services to you, complying with Applicable Regulation and providing you with information about other products or services that may be of interest to you. We set out further details about the type of information we collect and what we use it for in our Privacy Notice available at <https://www.singercm.com/legal-regulatory/>.
- 25.4 We may share personal data that you've given us with any of our other departments, or Affiliates or any subcontractors, agents, professional advisors or other third parties in connection with this Agreement and the performance of services hereunder.
- 25.5 We, or the third parties with whom we share personal data that you've given us, may be located outside the UK or EEA (as applicable) in countries where the data protection laws are not as comprehensive as those that apply within the UK or EEA (as applicable). We will only transfer your personal data outside the UK or EEA (as applicable) where required and/or permitted in accordance with Applicable Regulation. Where there is such a transfer we will ensure that appropriate technical and organisational measures are taken to safeguard the privacy of your data.
- 25.6 If any personal data or sensitive personal data belonging to any of your directors, employees, officers, agents or clients is provided to us, you should ensure that they have been provided with a copy of our Privacy Notice. In addition, you represent to us that any such person is aware of and consents to the use of such data as set out in this clause 25 and you agree to indemnify us against loss, costs or expenses arising out of any breach of this representation.
- 25.7 You (and/or any other data subject) have the right to ask for a copy of the personal data which we hold about you (or them), subject to certain exceptions. If any of the personal data which we hold about you (or any other data subject)



is incorrect or out of date, please let us know promptly in writing and we will correct it. You and/or any other data subject also have the right to request the erasure of any personal data we hold about you (or them), subject to certain exceptions. You acknowledge and agree that, if you (or they) exercise a right of erasure and, as a result, we no longer have the personal data necessary for our performance of the services (e.g. contact details, financial information, etc.), we may be required to terminate the services following such data erasure request. If we are no longer able to provide the services following the exercise of a right of erasure, we may exercise our right to terminate this Agreement under clause 15 with immediate effect. For more information on data subjects' rights please refer to our Privacy Notice available at [www.singercm.com/legal-regulatory/](http://www.singercm.com/legal-regulatory/).

## 26. Governing Law and Jurisdiction

- 26.1 **Governing law:** This Agreement and all non-contractual obligations and other matters arising from it or in connection with it shall be governed by and construed in accordance with English law.
- 26.2 **Jurisdiction:** Each of the parties irrevocably:
- (a) agrees for our benefit that the courts of England shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement ("**Proceedings**") and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and
  - (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.
- 26.3 **Service of process:** If you are situated outside England and Wales, process by which any Proceedings in England are begun may be served on you by being delivered to the address in England or Wales nominated by you for this purpose. You hereby agree that if we consider it necessary for you to appoint an agent to receive, for you or on your behalf, service of process in any Proceedings, and we provide a written request to you to appoint such an agent, you will forthwith appoint such an agent with an office in London, If you fail to appoint such an agent within five Business Days of our request, then you agree that we shall be entitled to appoint such an agent on your behalf, in your name and at your expense. We shall notify you forthwith of the appointment of any such agent. This does not affect our right to serve process in another manner permitted by law.

## 27. Definitions and Interpretation

27.1 In this Agreement the following words and phrases have the following meanings:

<b>Affiliate</b>	means any affiliated companies (as defined in the FCA Rules);
<b>Agreement</b>	has the meaning given in clause 1.2;
<b>Applicable Regulations</b>	means any applicable laws, rules and/or regulations of any country, including but not limited to the Financial Services and Markets Act 2000, FCA Rules, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Rules of any relevant Market;
<b>Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
<b>Client</b>	is any person on whom these Terms of Business are legally binding;
<b>Conflicts of Interest Policy</b>	our Conflicts of Interest Policy available at <a href="https://www.singercm.com/legal-regulatory/">https://www.singercm.com/legal-regulatory/</a> as may be updated from time to time;
<b>CS Agent</b>	means the third party custody and settlement agent (Jarvis Investment Management Limited) named in Schedule 2 who will provide you with custody and settlement services;
<b>CS Agreement</b>	means the settlement agent and custody outsourcing agreement entered into with the CS Agent, the principal terms of which are summarised in Schedule 2;
<b>Elective Professional Client</b>	has the meaning given in the FCA Rules;
<b>Eligible Counterparty</b>	has the meaning given in the FCA Rules;
<b>Exceptional Event</b>	has the meaning given in clause 19;
<b>Event of Default</b>	means any of the events of default as listed in clause 14.1;
<b>FCA</b>	means the UK Financial Conduct Authority (or any successor body thereto);
<b>FCA CASS Rules</b>	means the rules of the FCA relating to the protection of client money and assets as defined in the FCA Rules and can be found on the FCA's website ( <a href="http://www.handbook.fca.org.uk/handbook/CASS">www.handbook.fca.org.uk/handbook/CASS</a> );
<b>FCA Rules</b>	means the FCA's Handbook of Rules and Guidance, as amended from time to time, including by any successor to the FCA;
<b>Financial Instrument</b>	means a financial instrument as defined in the FCA Rules;
<b>Instruction</b>	means any request or instruction (or any amendment or cancellation of any request or instruction) given by you to us or by anyone who reasonably appears to us and

	whom we believe in good faith to be authorised by you without any further enquiry as to the genuineness, authority or identity of the person in connection with this Agreement, which shall include, without limitation, any Order for us to buy or sell a Financial Instrument;
<b>Loss</b>	has the meaning given in clause 16.1;
<b>Market</b>	means any Trading Venue, clearing house or central clearing counterparty (as such terms are defined in the FCA Rules);
<b>Singer Capital Markets</b>	means Singer Capital Markets Securities Limited, a company incorporated in England Wales with registered number 05792780;
<b>Order</b>	means an instruction from the Client to purchase or sell a Financial Instrument;
<b>Order Execution Policy</b>	our Order Execution Policy available at <a href="https://www.singercm.com/legal-regulatory/">https://www.singercm.com/legal-regulatory/</a> as may be updated from time to time;
<b>Principal</b>	means any entity for whom you are acting for and on behalf as agent in relation to the Transactions;
<b>Professional Client</b>	means a Professional Client or Elective Professional Client, as defined in the FCA Rules
<b>Retail Client</b>	has the meaning given in the FCA Rules;
<b>Rules</b>	means any relevant rules and regulations of the appropriate Trading Venue on which the Transaction has been effected, as appropriate;
<b>Trading Venue</b>	means any regulated market, multilateral trading facility or organized trading facility as defined in the FCA Rules;
<b>Transaction</b>	means all transactions contemplated or which we enter into on your behalf to buy or sell Financial Instruments under these Terms of Business;
<b>UK Data Protection Laws</b>	means the General Data Protection Regulation (EU) 2016/679 (GDPR) (as enacted in the UK), together with the Data Protection Act 2018 and any other applicable data protection or privacy legislation in force.

- 27.2 Headings are included in these Terms of Business for ease of reference only and do not affect the interpretation or construction of the Agreement.
- 27.3 References to clauses are, unless otherwise provided, references to the clauses of these Terms of Business. References to any documents shall refer to such documents as amended from time to time in accordance with clause 22.
- 27.4 The expression 'person' means any individual, firm, body corporate, unincorporated association, partnership, governmental, state or agency of a state or joint venture.

- 27.5 Words importing the singular shall include the plural, and vice versa.
- 27.6 References to a party shall be construed as to include its successors and permitted assigns or transferees. References to a competent authority shall be construed to include any successor or replacement authority or body.
- 27.7 Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 27.8 A reference to a statutory provision includes a reference to that provision as implemented, modified, consolidated, supplemented, superseded, enacted, re-enacted or replaced from time to time and to any subordinate legislation made under such provisions.
- 27.9 References to 'in writing' or 'written' shall not be construed to include fax or email unless expressly stated in the relevant clause.

## SCHEDULE 1 – INVESTMENT RISK WARNINGS

### 1. Introduction

- 1.1 This Schedule 1 cannot disclose all the risks and other significant aspects of the products in which we may provide services to you but is intended to give you information on and a warning of the risks associated with them so that you are reasonably able to understand the nature and risks of the services and of the specific types of investment being offered and, consequently, to take investment decisions on an informed basis.
- 1.2 You must not rely on the guidance contained in this Schedule 1 as investment advice based on your personal circumstances, nor as a recommendation to enter into any of the services or invest in any of the products listed below. If you are unsure about dealing in any specific investment or Financial Instrument, we would strongly recommend that you seek independent legal or financial advice.
- 1.3 You should not deal in these or other products unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the product and/or service is suitable for you in light of your circumstances and financial position and, where necessary, you should seek appropriate independent advice in advance of any investment decisions.
- 1.4 Risk factors may occur simultaneously and/or may compound each other resulting in an unpredictable effect on the value of any investment.

### 2. Products and Investments

- 2.1 Set out below is an outline of the major risks that may be associated with certain generic types of Financial Instruments, which should be read in conjunction with the remainder of this disclosure.
- 2.2 **Equity Securities:**
  - (a) **Ordinary shares:** Ordinary shares are issued by limited liability companies as the primary means of raising risk capital. The issuer has no obligation to repay the original cost of the share, or the capital, to the shareholder until the issuer is wound up (in other words, the issuer company ceases to exist). In return for the capital investment in the share, the issuer may make discretionary dividend payments to shareholders which could take the form of cash or additional shares. There is no guaranteed return on an investment in ordinary shares and in a liquidation of the issuer ordinary shareholders are amongst the last who have a right to repayment of their capital and any surplus funds of the issuer, which could lead to a loss of a substantial proportion, or all, of the original investment.

Shares purchased on the AIM market or the Aquis Stock Exchange carry

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a higher degree of risk of losing money than other UK shares. This is because they are typically smaller companies and there is usually a wider spread between the buying price and the selling price of these shares so if they have to be sold immediately, you may get back less than you paid for them. The price of these shares may change quickly and it may go down as well as up.

- (b) **Preference shares:** Unlike ordinary shares, preference shares give shareholders the right to a fixed dividend, the calculation of which is not based on the success of the issuer company. Preference shares do not usually give shareholders the right to vote at general meetings of the issuer, but shareholders will have a greater preference to any surplus funds of the issuer than ordinary shareholders, should the issuer go into liquidation.
- (c) **Warrants:** A warrant is a time-limited right to purchase the underlying security (usually ordinary shares) from the original issuer at a specific price within a certain time frame. A relatively small movement in the price of the underlying security could result in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be volatile

2.3 **Collective Investment Schemes:** Collective investment schemes and their underlying assets are potentially exposed to all of the major risk types referred to below. Generally, a collective investment scheme will involve an arrangement that enables a number of investors to 'pool' their assets and have these professionally managed by an independent manager who invests in line with stated investment objectives. The risk level of the collective investment scheme is determined by the investments held in it. Investment in such schemes may reduce risk by spreading the investor's investment more widely than may have been possible if he or she was to invest in the assets directly. The reduction in risk may be achieved because the wide range of investments held in a collective investment scheme can reduce the effect that a change in the value of any one investment may have on the overall performance of the portfolio. Although, therefore, seen as a way to spread risks, the portfolio price can fall as well as rise and, depending on the investment decisions made, a collective investment scheme may be exposed to many different major risk types

2.4 **Investment Trusts:** Investment trusts are similar to funds in that they provide a means of pooling your money but they are publicly listed companies whose shares are traded on the London Stock Exchange. The price of their shares will fluctuate according to investor demand and changes in the value of their underlying assets. They will be subject to a combination of the risks associated with shares, bonds and funds in which they are invested. The value of investment trusts, or the income derived from them, can decrease as well as increase and you may not necessarily get back the amount you invested.

2.5 **Debt Instruments/Bonds/Debentures:** Debt instruments pay interest at a rate

that is usually fixed when the debt is issued, although some have interest rates that can vary. All debt instruments are potentially exposed to the major risk types below, in particular credit risk and interest rate risk. Debt securities may be subject to the risk of the issuer's inability to meet principal and/or interest payments on the obligation and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer, general market liquidity, and other economic factors, amongst other issues. When interest rates rise, the value of corporate debt securities can be expected to decline. Fixed-rate transferable debt securities with longer maturities tend to be more sensitive to interest rate movements than those with shorter maturities.

### 3. General Risk Disclosures

- 3.1 The value of your investment is not guaranteed and prices may go down as well as up. You may get back less than the amount that you originally invested. The value of investments may be affected by a variety of factors, including economic and political developments, interest rates and foreign exchange rates, inflation and issuer-specific events. If the value of your investment changes by less than the rate of inflation it will have less buying power in the future. Past performance is not a reliable indicator of future performance
- 3.2 The nature and extent of investment risks varies between countries and from investment to investment. These investment risks will vary with, amongst other things, the type of investment being made, including how the financial products have been created or their terms drafted, the needs and objectives of particular investors, the manner in which a particular investment is made or offered, sold or traded, the location or domicile of the Issuer, the diversification or concentration in a portfolio (e.g. the amount invested in any one currency, security, country or issuer), the complexity of the transaction and the use of leverage.
- 3.3 Set out below is an outline of the major risks that may be associated with certain types of financial instruments:
  - (a) **Market risk.** The price of investments goes up and down depending on market supply and demand, investor perception and the prices of any underlying or allied investments or, indeed, sector and economic factors. These can be totally unpredictable.
  - (b) **Liquidity risk.** Some investments may be illiquid and/or restricted or traded infrequently, meaning that there may be no readily available market and from time to time there may be difficulty in dealing in such investments, or we may be unable to buy or sell them, or there may be a delay in settlement. This may mean that fair value for those investments is not achievable or difficult to determine. This may happen in circumstances when the fluctuation in price movement is such that, in accordance with the rules of the exchange, trading will be suspended or

restricted.

- (c) **Foreign exchange risk:** In respect of any foreign exchange transactions and transactions in securities that are denominated in a currency other than that in which your account is denominated, a movement in exchange rates may have a favourable or an unfavourable effect on the gain or loss achieved on such transactions.
- (d) **Interest Rate Risk.** Interest rates can rise as well as fall. A risk with interest rates is that the relative value of a security, especially a bond, will worsen due to an interest rate increase.
- (e) **Credit Risk:** Credit risk is the risk of loss caused by borrowers, bond obligors, or counterparties failing to fulfil their obligations or the risk of such parties credit quality deteriorating.
- (f) **Clearing House Protections:** On many exchanges, the performance of a transaction may be “guaranteed” by the exchange or clearing house. However, this guarantee is usually in favour of the exchange or clearing house member and cannot be enforced by the client who may, therefore, be subject to the credit and insolvency risks of the firm through whom the transaction was executed.
- (g) **Insolvency:** The insolvency or default of the firm with whom you are dealing, or of any brokers involved with your transaction (including Singer Capital Markets), may lead to positions being liquidated or closed out without your consent or, indeed, investments not being returned to you.
- (h) **Regulatory/Legal Risk:** All investments could be exposed to regulatory or legal risk. Returns on all, and particularly new, investments are at risk from regulatory or legal actions and changes which can, amongst other issues, alter the profit potential of an investment. Changes to related issues such as tax may also occur and could have a large impact on profitability. Such risk is unpredictable and can depend on numerous political, economic and other factors. For this reason, this risk is greater in emerging markets but does apply everywhere.
- (i) **Operational Risk:** Operational risk, such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can impact on all financial products. Business risk, especially the risk that the business is not run in accordance with reasonable standards, could also impact on shareholders of, or investors in, such a business.



## SCHEDULE 2 – RELATIONSHIP BETWEEN YOU, US AND JARVIS INVESTMENT MANAGEMENT LIMITED

### 1. Relationship between you, us and Jarvis Investment Management Limited

- 1.1 To help us provide our services to you, we have entered into a settlement agent and custody outsourcing agreement (the “**CS Agreement**”) with Jarvis Investment Management Limited (“**Jarvis**”) under which Jarvis provides settlement, safe custody and other associated services to our clients in order to carry out the investment transactions we execute or arrange for our clients and to hold the related investments and cash. The CS Agreement covers both us and you as one of our clients.
- 1.2 Jarvis is registered in England with company number 01844601. Its registered office is at 78 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS. Jarvis is authorised and regulated by the Financial Conduct Authority FRN: 116413, which is located at 25 The North Colonnade, Canary Wharf, London E14 5HS.
- 1.3 By entering into this Agreement, you agree that:
- (a) we are authorised to enter into the CS Agreement on your behalf as your agent;
  - (b) you are bound by the terms of the CS Agreement as summarised below which constitute the formation of a contract between you and ourselves and also between you and Jarvis;
  - (c) we are authorised to give instructions and provide information concerning you to Jarvis and Jarvis shall be entitled to rely on any such instructions or information without further checks or enquiries; and
  - (d) Jarvis is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Jarvis.
- 1.4 You will remain a client of ours but will also become a client of Jarvis for settlement and custody purposes only. We will retain responsibility for compliance and regulatory requirements regarding our own operations and provision of the trading service with us. In particular, we will remain responsible for approving the opening of your account, money laundering compliance, accepting and executing securities orders and for our on-going relationship with you. Jarvis neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness of any Transaction or order.
- 1.5 For the purposes of the FCA Rules, Jarvis shall adopt the same client classification in relation to you as that determined by us and Jarvis will rely on information received by us in relation to that classification. We will notify you in writing if there is any change to this position.

- 1.6 If you hold an account jointly or otherwise hold assets jointly, with any other person, then you and any such other person(s) shall have joint and several liability to Jarvis. Examples of situations where such joint and several liability may arise are as follows:
- (a) Joint account holders: each such account will be treated as a single client but all participants shall be jointly and severally liable to Jarvis.
  - (b) Partnership accounts: the partners of a partnership will be treated as the client and shall be jointly and severally liable to Jarvis.
  - (c) Trustees: accounts opened by the trustees of any trust the trustees will be treated as the client and shall be jointly and severally liable to Jarvis

## **2. Your accounts with Jarvis**

- 2.1 Jarvis will open and maintain one or more accounts on its books in your name in order to provide its services to you. When Jarvis receives any cash and investments from you, or on your behalf, then it will record them in your accounts.
- 2.2 Jarvis may, in its absolute discretion, cease to provide any services under this Agreement and close any such account(s) maintained in your name. We will notify you if Jarvis chooses to exercise this discretion and the reasons for its decision unless we or Jarvis are prevented from doing so by any legal or regulatory constraint.
- 2.3 You may at any time when there are no outstanding obligations owed by you to Jarvis, give notice in writing to us to stop receiving services from Jarvis and close your accounts with Jarvis.
- 2.4 If either you or Jarvis decide to close your accounts with Jarvis you will need to give instructions on the future custody of your investments so that Jarvis can transfer your money and investments (after deducting amounts owed to it) to your new custodian.

## **3. Communication and Instructions**

- 3.1 Jarvis will only accept instructions for your accounts from us and not directly from you.
- 3.2 Jarvis shall be entitled to rely on and act on any instructions which Jarvis in good faith believes were given by us or our representatives. Such instructions can only be cancelled or changed if we give written notice to Jarvis sufficiently in advance

to enable Jarvis to prevent the processing of the instructions. If Jarvis seeks instructions from us and we do not respond within a reasonable time, then Jarvis may take such action as it considers appropriate on the relevant matter. Jarvis is not responsible or liable to you for any delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is as a result of factors outside the reasonable control of Jarvis. This means that if the delay or inaccuracy is not Jarvis's fault, then you cannot obtain redress from Jarvis.

- 3.3 There may be circumstances where Jarvis refuses to accept any order or other instruction for your account. We will inform you if Jarvis refuses to accept an instruction and the reasons for its decision unless we or Jarvis are prevented from doing so because of any legal or regulatory constraint.
- 3.4 If you have any questions or concerns relating to your account with Jarvis, you should tell us and we will deal with Jarvis on your behalf. You should not contact Jarvis directly.

#### **4. Settlement of Transactions**

- 4.1 All transactions will be due for settlement in accordance with market requirements (as shown on the relevant contract note). You must ensure that Jarvis receives the necessary cash and securities with respect to any transaction which Jarvis is to settle on your behalf. Jarvis must receive any cash in cleared funds (with your account number shown as a reference) in sufficient time prior to the settlement date in order that it can make the necessary payment.
- 4.2 You hereby undertake that all cash or securities held by, or transferred to, Jarvis are and will remain free of any lien, charge or encumbrance. All payments due to Jarvis must be made without set-off, counterclaim or deduction. You hereby charge, by way of fixed first charge, and grant a pledge over and a general lien and right of set-off with respect to, any and all cash and investments held by or transferred to Jarvis (or its nominee company, clearing agent or custodian) as continuing security for the performance of your obligations to Jarvis.
- 4.3 You agree that you will not have any rights to cash or investments which are due to be received by you following a transaction until you have performed your own obligations in relation to that transaction and Jarvis has been able to settle that transaction on your behalf. Similarly, Jarvis has no obligation to account to you for any such cash or investments until you have performed your obligations and the transaction has been settled.
- 4.4 In the event of Jarvis not receiving either cash or securities when due (as shown in the relevant contract note) or in the event of you or us not taking all such steps as may be necessary to secure the due and prompt settlement of any such transaction (or if Jarvis reasonably considers that you have not or are unlikely to perform your obligations to Jarvis), Jarvis may cancel, close out, terminate or

reverse all or any contracts or transactions and sell, charge, pledge or otherwise dispose of any investment or other assets held for you and will not incur any liability to you in doing so. In addition, if you fail to pay any amount when it is due, Jarvis may charge you interest on the amount unpaid at the published HSBC overdraft rate. You also agree that Jarvis may take any steps that it deems necessary to reduce or eliminate any liability arising as a result of providing any service to you, including but not limited to, cessation of service or closure of any account, and that Jarvis will not incur any liability to you in doing so.

- 4.5 You acknowledge that in settling transactions on your behalf, Jarvis is acting as agent on your behalf and will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depositary or transfer agent and delivery or payment will be at your entire risk.
- 4.6 Any transactions undertaken on your behalf on non-UK markets shall be subject to the rules of the relevant overseas exchange, clearing system or depositary and any terms of the foreign agent or custodian employed by Jarvis, including but not limited to, any right of reversal of any transaction (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

## 5. Client Money

- 5.1 Money held by Jarvis for your account will be held in compliance with the FCA CASS Rules when these apply to the money. This means, amongst other things, that Jarvis will hold your money in a special designated client bank account which is an account kept separate from Jarvis's own funds. When Jarvis holds your money in a client account it may be pooled with money belonging to other clients of Jarvis.
- 5.2 When considering where that client bank account should be, Jarvis will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where your money is deposited and of the arrangements for holding your money. Jarvis may, from time to time, hold client money in a client bank account with an approved bank outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to the approved bank with which such money is held will be different from that of the United Kingdom and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money were held by an approved bank in the United Kingdom.
- 5.3 Client money which is not immediately required for settlement will attract interest at the rate of 1% below the published HSBC standard current account rate from time to time. Interest will be calculated on a daily basis and will be credited to your account every month in arrears. Interest accrued of less than £1.00 arising on each payment event shall be for the benefit of Jarvis.

## 6. Custody of Investments

- 6.1 Where Jarvis holds investments for your account it will register those investments in the name of a nominee company controlled by Jarvis (or by a member of Jarvis' group) or in the name of a custodian nominated by Jarvis. Jarvis will not usually register investments in your name.
- 6.2 You consent to the fact that overseas investments may be registered or recorded in the name of an eligible custodian or in the name of Jarvis in one or more jurisdictions outside of the United Kingdom. As a consequence of this, your investments may not be segregated from investments belonging to Jarvis and therefore, your protection may be less should a default occur on the part of the person in whose name the investments belonging to you are so recorded. Investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those that apply in the United Kingdom. Jarvis will not be liable in the event of a default by a custodian. However, Jarvis does not disclaim responsibility for losses arising directly from its own fraud, willful default or negligence.
- 6.3 All investments held in custody will be pooled and allocated between clients in accordance with the FCA CASS Rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuer's register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis.
- 6.4 You warrant to us and Jarvis that all cash, securities or other assets of any nature transferred to or held by Jarvis (or any nominee company or custodian selected by Jarvis) are owned solely and beneficially by you or are transferred to or held by Jarvis (or such nominee or custodian) with the legal and beneficial owner's unconditional consent and free of such owner's interest, and further free and clear of any lien, charge or other encumbrance and undertake you will not charge, assign or otherwise dispose of or create any interest therein.
- 6.5 Jarvis will be responsible for receiving and claiming dividends, interest payments and other entitlements automatically arising in respect of the investments held for your account. All dividends and interest credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by Jarvis and/or the payee in accordance with applicable legal or regulatory requirements. Jarvis will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. You will be responsible for any costs and expenses Jarvis may incur in receiving and claiming dividends or interest payments. Jarvis, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.
- 6.6 Where you have disposed of any security with a right to receive dividends in

respect of such security you shall ensure that any dividend payment received by you after disposal and which is properly the property of the purchaser of such security is promptly forwarded to Jarvis with an indication that the funds or other benefits are due to the purchaser.

- 6.7 Jarvis will inform us of any rights issues, takeover offers, capital reorganisations, conversion or subscription rights (collectively "corporate actions") that affect or relate to investments held on your behalf by Jarvis. It will do so as soon as reasonably practicable after receiving notice of those events. We will, in turn, inform you.
- 6.8 You should contact us and not Jarvis if you need any advice in connection with any corporate actions. Jarvis is not responsible for taking decisions in relation to any corporate actions and will require instructions from you or us on matters such as:
- (a) exercising conversion and subscription rights;
  - (b) dealing with takeovers or other offers or capital reorganisations;
  - (c) exercising voting rights (where Jarvis exercises such rights on your behalf).
- 6.9 If any notification is given to you pursuant to clause 6.7, you must ensure that you provide instructions to us, for onward transmission to Jarvis in sufficient time to ensure that Jarvis is able to act upon such instructions. The instructions given, their consequences, and the consequences of failing to give us instructions, will be entirely your responsibility. Neither we nor Jarvis is obliged to do more than give one notification on the relevant matter.
- 6.10 Jarvis will deliver statements to you at least half-yearly showing the investments and any cash balances held by Jarvis for your account. Valuations will be prepared on the basis of the middle market prices prevailing at the relevant dates.

## **7. Limitation of Liability and Indemnity**

- 7.1 The liability of Jarvis (and where relevant its directors, employees or agents) to you for any loss or damage which you suffer in connection with these terms shall be limited to circumstances where any such loss or damage has arisen directly as a result of negligence, fraud or willful default or a breach of the FCA Rules by Jarvis (or where relevant, its directors, employees or agents). In any event, Jarvis will not be liable to you for any indirect or consequential losses (howsoever arising). Jarvis will also not be liable for any loss that is a loss of profit or for any losses that arise from any damage to your business or reputation.
- 7.2 You agree to indemnify Jarvis and each of its directors and employees and agents, after the deduction of any applicable taxes, for and against any liabilities, costs and expenses (including legal costs) and all duties and taxes (other than Jarvis's corporation tax) which arises directly or indirectly as a result of:

- (a) Jarvis providing its services to you;
- (b) breach by you of any of these terms; and
- (c) default or failure by you to make a delivery of investments or payment when due.

7.3 Jarvis has no liability to you or us for failure to provide any of the services under these terms if that failure is caused wholly or partly by events beyond Jarvis's reasonable control. This includes (but is not limited to) any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster. In any of these (or other similar) circumstances any or all of Jarvis's obligations will be suspended until the state of affairs giving rise to the failure of Jarvis is remedied.

7.4 The provisions in this clause 7 will continue to apply even if we or Jarvis stop providing services to you. They apply in addition to any other right of indemnity or claim of Jarvis whether or not under these terms, and they will not be affected by any failure by Jarvis or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.