



Terms And Conditions

Terms and Conditions for Stocktrade Retail Clients forming part of the Agreement between Stocktrade (a division of Alliance Trust Savings Limited) and the client.

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About Stocktrade

1. Stocktrade, a division of Alliance Trust Savings Limited (“we” or “us” or “our”), is incorporated in Scotland with number SC98767 and our head and registered office is at PO Box 164, 8 West Marketgait, Dundee, DD1 9YP. We are authorised by the Prudential Regulation Authority (“PRA”), whose address is Bank of England, Threadneedle Street, London, EC2R 8AH and regulated by the PRA and the Financial Conduct Authority (“FCA”), whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS. We are entered on the Financial Services Register with the reference number: 116115. The Financial Services Register is accessible at www.fca.org.uk. The services Alliance Trust Savings Limited are authorised to provide include dealing and custody services. Alliance Trust Savings Limited gives no financial or investment advice. Our head office telephone number is 01382 573737.

Definitions

In these Terms, the following words and expressions have the meanings set out below:

Account Opening Form	The account opening form or online application process completed by you for the Stocktrade service.
Agreement	The agreement between you and us relating to our provision of services to you, and which is made up of the documents described in paragraphs (a) to (e) of clause 11 (as varied from time to time in accordance with clauses 234 to 238).
Business Day	A day on which banks are open for business in the City of London except Saturday or Sunday.
HMRC	HM Revenue and Customs.
HMRC Rules	The tax legislation, regulations and guidance produced by HMRC, as amended from time to time.
ISA	Individual Savings Account.
Nominee	Our nominee company is the company(ies) under our control that acts as the registered owner of securities and holds investments in trust for the beneficial owners of the securities.
OEIC	Open Ended Investment Company.
Regulator	The Financial Conduct Authority.
Rules	The rules contained within the FCA Handbook of rules and guidance.
Terms	These terms and conditions (as varied from time to time in accordance with clauses 234 to 238).
UCITS	Undertakings for collective investment in transferable securities under the European Union’s UCITS Directive.
USA IRS	USA Internal Revenue Service.

Client Classification

2. We will treat you as a "Retail Client" (as defined in the Rules). Retail Clients benefit from a higher degree of protection under the Rules than Professional Clients or Eligible Counterparties. You can ask us to treat you as a Professional Client, and we may agree to do this, if you meet the applicable criteria under the Rules although we do not have to do so. However, if you ask us to treat you as a Professional Client you should be aware that among the various protections lost may be the ability to complain to the Financial Ombudsman Service and the right to make a claim against the Financial Services Compensation Scheme. These Terms do not apply to Professional Clients so you will be asked to enter into different terms and conditions for Professional Clients. Please contact Stocktrade to request information about the other protections that may be lost and for further details about 'opting up' to be a Professional Client.

Your Right To Cancel

3. You have the right to cancel our Agreement. You can cancel within 14 days from the later of (i) the date on which we have notified you that we have accepted your Account Opening Form and (ii) the date on which you receive these Terms, the relevant Stocktrade Services Guide, the applicable Rate Card and where relevant any Supplementary Terms (the "Cancellation Period").
4. We will only provide services during the Cancellation Period at your request. You may make such a request by instructing us to execute a transaction or by transferring money or investments to us to be held by us for you. If we provide services during the Cancellation Period, at your request, the right to cancel does not apply to any work we have carried out or transactions we have executed before we receive the notice of cancellation. You will be obliged to pay our fees for the relevant service provided during this period. You will also be liable for any transactions and charges for any transactions entered into prior to cancellation. Our fees will be calculated in accordance with the charges set out in the applicable Rate Card.
5. To exercise your right to cancel you must write to Client Services, Stocktrade, Seventh Floor, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX within the Cancellation Period and notify us of your cancellation. If you have entered into more than one contract please specify whether your cancellation applies to one or all of the contracts. If you do not exercise your right to cancel we will provide the agreed services until our relationship is terminated in accordance with these Terms.

Execution Only Service

6. Stocktrade will provide you with an execution only telephone and online dealing service in a range of stocks and shares quoted on recognised stock exchanges, unit trusts, OEICs and other "non-complex" investments. We also provide custody services linked to our dealing services.
7. Some investments are categorised as "complex". If you wish to deal in these instruments then we are required to assess whether investment in such instruments is appropriate for you before we carry out any transaction. We will tell you if an instrument is categorised as 'complex' and we will ask you to complete an Appropriateness Test Form. This is because we have to determine whether you have the necessary experience and knowledge to understand the risks involved in

dealing in Complex Instruments. This is not the same as assessing the suitability of a particular transaction; the appropriateness assessment relates to the overall service and does not consider your investment objectives, financial resources or personal circumstances. If you do not complete the Appropriateness Test Form or if we determine that investment in that type of complex product is not appropriate for you, we will provide you with a warning before executing the transaction. Where we are satisfied that a particular type of complex product is appropriate for you, we will execute the transaction on your behalf.

8. These services, the investments covered and the difference between 'complex' and 'non-complex' investments are described more fully in the Stocktrade Services Guide. The nature of our services means that we will not advise you about the merits of a particular transaction. We have no obligation to assess the suitability of particular investments for you and when using this service you will not benefit from the protection of the Rules on assessing suitability of investments. Any decision to enter into a particular transaction remains your responsibility.
9. We may at our discretion and from time to time, provide or make available to you, on our website, general information about the economic outlook, financial markets or other investment information or research. Any such information will be generic in nature and will not constitute advice to you on the merits of a particular investment nor will it be presented as suitable for you or based on a consideration of your circumstances. We will not owe you any obligation to assess the suitability for you of any investments which may be referred to in such information.
10. Not all of our services are available to all clients. Please refer to the Stocktrade Services Guide for more information as to whether, and if so how, this may affect you.

The value of investments can fall and you may get back less than you invested. Different investments carry different types of risk. Past performance is not an indicator of future performance. Clauses 31 to 51 these Terms and the Stocktrade Services Guide contains additional information about certain investment risks.

Our Agreement With You

11. Our legal relationship with you is governed by the following documents which together form our "Agreement" and set out the basis on which we provide our services to you:
 - (a) these Terms;
 - (b) the Stocktrade Services Guide. This document is important. It describes the nature of our services and how to use them in more detail. It also contains information about investment risks;
 - (c) the Rate Card which sets out the fees and charges for our services and the interest rates paid on your cash balances;
 - (d) the Account Opening Form (whether completed online or in paper form); and
 - (e) where relevant any Supplementary Terms, e.g. for an ISA.

Our Order Execution Policy (see clause 16) and our Conflicts of Interest Policy (see clause 16) also contain important information. **These documents contain important material regarding the way in which we will provide our services to you and your legal position. You should read these documents carefully before you complete the Account Opening Form. If there is anything in them that you do not understand or agree to, you should discuss this with Stocktrade and seek clarification.**

12. As the Account Opening Form is important we would advise you to retain a copy once it has been completed. You can at any time ask us to send you a copy of the document as completed by you.
13. We reserve the right to seek additional information at any time to enable us to provide our services, to prevent fraud or to comply with any legal or regulatory requirements. We are entitled to rely upon any information which you provide which we believe in good faith to be true, accurate and complete.
14. We reserve the right not to accept your Account Opening Form. We may reject your application to open an account at our absolute discretion and without providing any reason for this. **In the event that we do reject your application, we will endeavour to contact you to advise you that we are unable to open an account for you.** Our Agreement will become effective once we have provided you with an account number. The account number is evidence of our acceptance of your application for the relevant services. You confirm that you have the authority to enter into our Agreement and that the information you provide to us in the Account Opening Form is complete, accurate and up-to-date.
15. We have powers to change our Agreement including the characteristics of our services from time to time on prior notice to you. The way we can do this is set out in clauses 234 to 238. We explain there what you can do if you are not happy with the changes we are proposing to make. We also have a power to alter the opening hours for our telephone dealing service under clause 61.
16. You will receive with these Terms a summary of our: (a) Conflicts of Interest Policy which describes our approach to handling conflicts which we may have when acting for our clients. We deal with conflicts on a case by case basis but the policy sets the general framework within which we usually operate and discloses the types of conflict we may have; and (b) Order Execution Policy which describes the factors we will take into account and the way in which we will deal with your order when arranging or executing transactions or taking decisions to trade on your behalf.
17. The latest versions of these summaries are available either in a printed version on request, or on our website at www.stocktrade.co.uk. We will notify you of changes to our Conflicts of Interest Policy and our Order Execution Policy. If you would like further details about our Conflicts of Interest Policy and our Order Execution Policy at any time, they are available on request.
18. New clients will need to acknowledge their consent to our Order Execution Policy during the account opening process. Please note that in consenting to it, you consent to the possibility that we may execute orders outside a regulated market or multilateral trading facility (these are particular types of market regulated in Europe).
19. We will communicate with each other in English and documents and other information we supply will be in English. A copy of our Agreement is available in other formats such as large print, audio or Braille. Please contact Stocktrade if you would like any of these or require further assistance.

Opening An Account For A Trust, Company, Partnership, Charity, Association Or Other Entity

20. These Terms are for Retail Clients. If you are unsure as to whether you have been correctly classified as a Retail Client, please contact Stocktrade.

21. For trusts, companies, partnerships, charities, associations or other entities we will accept instructions from and give notices and other communications to your nominated contact person, but we will generally need the Account Opening Form to be signed by a minimum of two persons. You agree that your nominated contact person is authorised to give instructions on your behalf and that we shall be entitled to rely upon any instruction given by your nominated contact person.
22. When you open a trust, company, partnership, charity, association or other entity account, we may be required to identify and where necessary verify the identity of all parties to the account and not just the nominated contact persons.
23. We will send notices and communications only to the nominated contact person who will be treated by us as authorised to receive them on behalf of the trust, company, partnership, charity, association or other entity. You can however ask us to send copies of contract notes, statements and valuations to up to four other named persons.
24. It is vital that you keep us informed about who has been appointed to give instructions to us on your behalf and also of any changes to the account information. Where appropriate we will require the full authorised signatory lists and minutes of meetings or the trust or variation deed appointing the nominated contact person.
25. You can also ask us to change the nominated contact person by writing to us with details of the change you require. We may ask for such information as we consider necessary to verify such a request.

Keeping Us Up-To-Date With Any Changes: Information About You

26. We rely on the information you provide to us on the Account Opening Form. You are responsible for telling us if this information changes, in particular you must tell us in writing when you are reasonably able to do so if:
 - you change your name;
 - you change address;
 - any other contact details change;
 - your tax residency changes;
 - you change the bank account details notified to us; or
 - there are changes to account details or the details of any third party(i.e. intermediary, power of attorney) you have authorised to act on your behalf

to ensure that the information we hold is complete, accurate and up-to-date. You must tell us clearly that these details have changed; we will not assume this is so just because of other communications, for example, if you write to us from a different address we will not treat this as a change of address notice unless you tell us that it is. If you do not keep us up-to-date this may adversely affect the quality of the services we can provide to you or may mean that you do not receive important documents or notices we send to you.

27. You should be aware that we may treat you as receiving a notice of variation under clause 234 to 238, or a notice of assignment or transfer of our rights or obligations under clause 262, or a notice of delegation under clause 263, if we send any such

notice to your last address notified to us. You may, therefore, be unable to terminate this Agreement without incurring any exit charges in accordance with clause 225 or (as the case may be) clause 262 and 263, where you are unhappy with the proposed changes, delegation or assignment/transfer, if the relevant notice is not sent to your current address because you have not told us that you have moved. We are also entitled to send certificates and other documents of title to your last known address in accordance with clauses 111, 149 and 223.

28. We may require supporting documentation for our records in respect of any changes notified to us, including certified copies of any relevant supporting documentation.
29. We may need to ask you for further information at any time in order to comply with our own legal and regulatory obligations. This may include asking you to supply relevant documents and we may require the contact details of the person certifying these documents. If you are unable or unwilling to assist us we may have to terminate or suspend the provision of our services.
30. You should tell us as soon as you can if you notice any errors on your Stocktrade account, experience any problems with our services or otherwise become aware of any unauthorised transaction or incorrect entry on your account. Please do not hesitate to contact Stocktrade if there is anything that you feel we need to be aware of or if you are not sure if something may be relevant.

General Risks

Volatility And Capital Losses

31. All investments can be affected by a variety of factors, including macro-economic market conditions such as the interest or exchange rate environment, or other general political factors in addition to more company or investment specific factors. Investments and the income from them may go down and you may get back less than the amount you invested.

Liquidity And Non Readily Realisable Investments

32. Some investments may be very illiquid, meaning that they are infrequently traded, and it may be difficult to sell them within a reasonable timeframe or at a price which reflects "fair" value. In extreme cases an investment may be non-readily realisable. This means that the investment is neither a major government security, nor a listed investment, nor an investment that regularly trades on an exchange. In this case there may be no secondary market available, and it may be difficult to obtain any reliable independent information about the value and risks associated with such an investment. If you are an execution only client, we will require you to complete an Appropriateness Test Form as these are 'complex' instruments.

Foreign Exchange

33. Investments denominated in foreign currencies have additional risks related to the relevant exchange rate. Movements in exchange rates may cause the value of an investment to fluctuate either in a favourable or unfavourable manner.

Investment Specific Risks

Equity Securities And Equity Funds

34. Ownership of an equity security represents a direct stake in the company concerned. Such an investment will participate fully in the economic risk of the company and its value can therefore fall as well as rise. The price volatility of equity markets can change quickly and cannot be assumed to follow historic trends. In adverse market conditions, irrecoverable capital losses could be incurred. In the worst case, a company could fail and, if this happens, its equity can become worthless. Equity securities are commonly used by investors seeking longer term capital growth. Examples of typical company characteristics which could heighten equity investment risks are:
- (a) A low market capitalisation;
 - (b) A product set that is undiversified or reliance on single markets as a major source of income;
 - (c) A significant reliance on borrowing as a source of finance;
 - (d) A significant level of fixed costs to pay, irrespective of output, production or turnover levels;
 - (e) Major income sources which are seasonal or "cyclical" in nature; and
 - (f) Companies trading primarily in emerging markets, particularly during poor market conditions, or in countries where legal property rights may be difficult to enforce.
35. The equity of some smaller companies may trade in very small sums per share, and an investment into this kind of equity will usually involve a proportionately large difference between the market buying and selling price. The effect of this difference means that an immediate sale after a purchase may realise significant losses.
36. Other smaller companies may not be subject to the rules of a regulatory authority. Such companies are likely to be high risk ventures and may have an unproven trading history or management team. These equity shares may not be readily sold, and it could be difficult to realise or to value them independently due to the lack of a secondary trading market.
37. The risks involved in equity investment can often be managed through investment via diversified investment vehicles, or by investing directly in a wide range of different companies, industries, countries and currencies.

Investment Trusts

38. Investment companies (which includes investment trusts) use or have the ability to use gearing as an investment strategy or may invest in other companies that may use gearing as an investment strategy. Movements in the price of the securities may be more volatile than the movements in the price of the underlying investment. The investments may be subject to sudden and large falls in value and you may get back nothing at all if the fall in value is sufficiently large.

Debt Securities And Fixed Income Funds

39. The value of debt investments (or "bonds") can generally be expected to be more stable than that of equity investments. However, in some circumstances, particularly when interest rate expectations are changing, the value of most bonds is also volatile. The most

common use of a bond is to provide a reliable yield, or source of income until maturity. The value of a bond can be adversely affected by a number of factors, such as:

- (a) The issuer's credit rating, which reflects its ability to repay the amounts payable when they fall due;
 - (b) The market expectations about future interest and inflation rates;
 - (c) The amount of interest payable (the coupon);
 - (d) The length of time until the debt falls due for repayment; or
 - (e) The seniority of a bond within the capital structure of a company, and the quality of any security available.
40. The factors which are likely to have a major impact on the value of a bond are the perceived financial position of the issuer and changes to market interest rate expectations. Bonds issued by major governments or supranational bodies tend to be lower risk investments, while the risks of other debt securities (such as those with emerging market or corporate issuers) can vary greatly. For example, if an issuer is in financial difficulty, there is an increased risk that they may default on their repayment obligations. In this event, little or no capital may be recovered and any amounts repaid may take a significant amount of time to obtain.

Structured Products

41. 'Structured products' is the generic phrase for products which provide economic exposure to a wide range of underlying asset classes. The level of income and/or capital growth derived from a structured product is usually linked to the performance of the relevant underlying assets. However, the potential return from a structured product may be different to that which may be achieved by the underlying assets. Certain structured products provide capital protection such that an investor will not have economic exposure to performance of the underlying assets below a certain level. Other structured products may put your capital at risk (these are sometimes known as structured capital at risk products or SCARPs). You should also be aware that if the underlying asset moves closer to the conditions that would trigger a loss of capital protection, then this will also have a negative impact on the price.
42. Similar to bonds and debt instruments, most structured products strategies are exposed to the credit risk of the product issuer, meaning that investments could be entirely lost if the issuer is not able to repay the sums due under the terms of the product. However, some products may include a guarantee to mitigate these potential credit risks. You should be aware that the return of capital invested at the end of the investment period is not guaranteed, and therefore you may get back less than was originally invested.
43. You should understand both the nature of the underlying assets and the extent of the economic exposure to those assets. In some cases, structured products may offer high income or a high level of participation to the capital growth experienced by the underlying assets. These products generally do not incorporate capital protection, and any that is provided is dependent on a financial index or basket of indices meeting certain conditions during the product's life (such as a minimum value). Such products generally include leverage (i.e. borrowing or agreeing to incur potential liabilities in an attempt to boost investment returns), and their value can be subject to sudden and large falls if the conditions which disapply protection arise.

44. You should review product term sheets and other literature carefully for details of any factors which might impact on how the payoff from a product may change with different economic or market conditions. In particular, where the payoff from a product incorporates conditional protection, if the protection barrier is breached the capital value of an investment will be exposed to the full risk of the underlying assets.
45. You should be aware that the product terms described usually only apply to investors who invest at launch and who hold the product until final maturity. You should be aware that early redemption or secondary market purchase could often result in a capital loss, even where the product terms protect or guarantee return of the nominal amount purchased. These products may also not be readily realisable, which means that it may be difficult to liquidate or sell a product of this type.
46. You should only invest in products which have either conditional or no capital protection if you are prepared to sustain a total or substantial loss of the money you have invested, plus any commission or other transaction charges. Furthermore, in their own right, some structured products may not be covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service.

Alternative Investments

47. Alternative investments may be used by some clients to further diversify the investment risks within their portfolio of assets. These investments are bespoke in nature and may involve unique or unusual risks as a result of providing alternative sources of return for a portfolio. It is important that you understand the properties of the type of assets before making such an investment.
48. Many alternative investments are structured as unregulated funds. This means that standards of operation, administration and management are determined privately by the operator of the fund, rather than by force of regulation.
49. It is important to understand that it may be difficult to liquidate or sell an investment of this type, or to identify an independently determined fair valuation for an interest in this kind of vehicle. In addition you may not be protected by certain regulatory protections or compensation schemes in the event that a scheme operator acts unlawfully and causes a loss to you when managing fund assets. Such risks can be mitigated through the performance of extensive due diligence prior to investment, or through investment via a professionally managed fund of funds.
50. You should only invest in these products if you are prepared to sustain a total or substantial loss of the money you have invested, plus any commission or other transaction charges.

Stabilisation

51. We may deal for you in securities subject to stabilisation. Stabilisation is a price-supporting process that very often takes place in the context of new issues, including rights issues and, in particular, privatisations. It only takes place for a specified period. There are limits on the price at which shares, warrants or depositary receipts may be stabilised but none in respect of loan stock or bonds. Stabilisation can affect the market price of investments of the same class already in issue and of other investments whose price affects the price of the new issue. It takes place in order to ensure that an issue is introduced to the market in an orderly fashion and that the issue price and/or the price of associated investments is not artificially depressed as a result of the increase in supply.

Market Abuse

52. You are responsible for ensuring that you only give us instructions to effect transactions when it is lawful for you to do so. You agree that, when you instruct us to execute a transaction for you, you will not be engaging in market abuse or insider dealing. Market abuse includes distorting or misleading the market or misusing information to take improper advantage of the market. Market abuse is a civil offence for which the sanctions include an unlimited fine. Insider dealing is a criminal offence for which you can be prosecuted, fined and/or imprisoned. If you are in any doubt as to your position, you should seek independent legal advice.

Telephone And Online Dealing Service

Security – You Must Keep Your Personal Security Data Safe

53. The Stocktrade Services Guide describes the key information you need to provide when you wish to access our telephone and online dealing services and to give instructions. We refer to this information as your "Personal Security Data".
54. You must take all reasonable precautions to keep safe and prevent fraudulent use of your Personal Security Data. You must take reasonable care not to disclose, or to allow the disclosure of, your Personal Security Data. **Please note we will never ask for your password or passphrase over the telephone. You should not respond to any unsolicited emails which look as if they originate from us which ask you to enter your password, passphrase or personal information. We will never issue emails of this type unless specifically requested by you to do so.**
55. The general precautions you should take include (but are not limited to) never writing these details down in a way that is recognisable, avoid choosing a password, passphrase or other security details that are easy to guess such as your date of birth, and making sure that the arrangements for receipt of post addressed to you are secure.
56. You should change your details and contact us immediately if you know or suspect that any of your Personal Security Data or any other access details have been disclosed to, or obtained by, an unauthorised third party or if the security of these details may be in jeopardy.
57. You will be responsible for (and we shall be entitled to rely upon) any instruction given to us by telephone or in electronic form (a "relevant instruction"):
 - (a) by you;
 - (b) by any person you have authorised to give any such instruction on your behalf; or
 - (c) by any person you have told us is authorised to give any such instruction on your behalf(any such relevant instruction is an "authorised instruction").
58. In addition, you will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using your Personal Security Data, unless you establish that the relevant instruction is not an authorised instruction and either:
 - (a) we acted upon the relevant instruction after you had told us, or we otherwise had actual notice, that your Personal Security Data or any other access details had been disclosed to or otherwise obtained by an unauthorised third party or if the security of these details was in jeopardy; or

- (b) the unauthorised use of your Personal Security Data or any other access details (and our reliance on the relevant instruction) did not result from your failure to take reasonable care to protect such details or otherwise to comply with your obligations under clauses 54 to 57.
59. We reserve the right to request a written signature on paper for any instruction.
60. We may accept instructions via the telephone dealing service and/or the online dealing service from third parties who have been authorised by you to give instructions on your behalf. However, without affecting our right to rely upon such instructions in accordance with clause 57 and/or 188, we are not obliged to accept them unless we have agreed to do so in writing in advance. A nominated contact person for a trust, company, partnership, charity, association or other entity under clause 21 is not a third party for this purpose. The provisions of clauses 21, 24 and 25 (and not this clause) shall govern our acceptance of instructions from such a nominated contact person.

Telephone Dealing Service

61. Our telephone dealing service allows for orders to be given by you and executed by us over the telephone. Please refer to the Stocktrade Services Guide for information on how to contact us and for our usual opening hours. We reserve the right to alter those hours and while we will use reasonable endeavours to give advance notice where possible by posting the change on the website, there may be occasions beyond our reasonable control when we are unable to give advance notice. Where we are unable to give advance notice, we shall post details of the change on the website as soon as reasonably possible. If any such change is significant, we will give you personal notice of it under clauses 234 and 238. We shall also let you know, if we have determined that it is reasonably possible to do so, how we propose to minimise any adverse effects for our clients of any significant change.

Online Dealing Service

62. Our online sharedealing service allows for orders to be given by you and executed by us online via the internet. You may access the online service from Stocktrade's website www.stocktrade.co.uk. The technical steps that you will need to follow to deal online are set out in the Stocktrade Services Guide.
63. You will be responsible for the installation and maintenance of all computer hardware, software and communications devices needed by you to use any of our services. You must take reasonable care to keep your personal computer secure by using up-to-date anti-virus and anti-spyware software and a personal firewall. You should never access your Stocktrade account from any computer connected to a network without first making sure that no one else will be able to observe or copy your access details or get access to our service by pretending to be you.
64. You should always access our online dealing service by typing in our address to your web browser. Unless you have asked for our assistance, we will never ask you to go to our online services from a link in an email.

Restrictions On The Online Dealing Service

65. Price quotes are provided by our market counterparties and are based on a maximum size of order available electronically at that time. If you wish to either:

- (a) deal in the relevant security above the quoted size; or
- (b) place three or more purchase orders or three or more sale orders in the same security within a 30 minute period,

then you must call us in advance to discuss. This can only be done if we specifically agree in advance and we may not be able to agree to do this for both practical and regulatory reasons.

Risks Of Using The Online Dealing Service

- 66. By its nature, the internet is not an entirely reliable medium. Delivery times for messages sent using the internet vary considerably often depending on your internet service provider, the way in which the message has been routed on the internet and other third party service providers. For reasons beyond your or our control, orders, messages or instructions sent using the internet may not arrive, may be delayed, or may be capable of being intercepted, read or copied by an unauthorised third party. In choosing to use the internet as a means of communication you accept these risks.

Confirmation Of An Order Or Instruction Online

- 67. The details of the order confirmation statement will be displayed on screen and you have the option to print this confirmation. We will provide you with a contract note in accordance with clause 80.
- 68. You cannot cancel or withdraw an order or instruction effected using the online service once the visual or graphical "Accept Quote" has been "clicked" where indicated. We shall act upon any order or instruction so effected in accordance with clause 57.

Dealing Limits

- 69. Unless we agree a dealing limit with you or give our consent to a different arrangement, you may only instruct purchases where the total cost will not exceed either (i) the funds that are authorised on your debit card or (ii) the cash amount held by us for you in your account plus any sums that are due to be credited to your account before the settlement day for the relevant purchase. A dealing limit is the value up to which you can trade without cash funds being available.
- 70. The Stocktrade Services Guide contains more information on how we operate and how you can apply for dealing limits. Requests for a dealing limit, or an increase to an existing limit, must be made in writing to Stocktrade. You will be notified of our decision in writing. You should be aware that we have the right to remove or reduce dealing limits at any time to enable us to manage our exposure to you.
- 71. As an execution only client, you will be fully responsible at all times for your exposure in the market.
- 72. If you exceed the approved dealing limit then you may suffer losses as we reserve the right to apply any of your holdings towards meeting your obligations to us. This may include reversing the relevant purchase(s) in their entirety, selling investments held on your behalf in our custody and/or applying your holdings in any way we reasonably consider it necessary to do so to manage the risk to us caused by you dealing beyond the agreed limit. Whilst we will use reasonable efforts to contact you in good time, we may act without prior notice to you if it is reasonable to do so to minimise our exposure. Sale proceeds and purchase considerations will be credited and debited to your account but the reversal of the transaction and related costs may mean that you suffer a net loss.

Telephone And Online Dealing Services - General

73. You agree with us that whenever you instruct us to buy, sell or hold investments:
 - (a) you are (or will be) the legal and beneficial owner (or you are a trustee or joint trustees who are entitled to control the legal ownership) of the investments;
 - (b) you have not granted and will not grant a charge or mortgage over them;
 - (c) no-one else has or will have any rights in respect of the investments, including rights to demand that they be transferred to settle amounts you owe, or to sell the investments;
 - (d) you will not without our prior written agreement sell, dispose of, deal with or give anyone else any rights over the investments while they are held by us.
74. When we give you an indicative price we cannot guarantee that this will be the price at which your order is executed as market prices move continuously. If you place an order relating to OEICs, unit trusts and some other products we will not be able to provide a price for the investments at the time of your instruction due to the way in which these products are priced by their managers.
75. You are responsible for the settlement of all transactions effected by us in accordance with your instructions given by telephone or through our online dealing service.
76. We are subject to laws designed to prevent financial crime. There may be situations where the execution of your instructions is not, in our reasonable view, practicable. We therefore reserve the right in such situations to decline to accept any particular instruction or order and we may not give reasons for doing so where necessary or reasonably appropriate, for example, if it would be unlawful to do so or if we reasonably consider that it would compromise our security procedures.
77. If we accept your instructions or orders, we will use reasonable endeavours to carry them out. However, we cannot guarantee that we can give effect to them or that they will be carried out immediately as this will depend on market conditions which are subject to sudden and unpredictable changes.
78. If you are using the online dealing facility and the telephone order facility at or about the same time, you should be aware that it is not permitted to transact multiple sale or purchase orders to effect a trade in a size greater than that for which a quotation is available. When a price is not being quoted electronically for the size of transaction anticipated you should always refer to the telephone dealers for assistance. We reserve the right to cancel, at your cost, all and any bargains that have been transacted in this manner.
79. We may combine ("aggregate") an order for you with our own orders and orders of other clients. The effect of aggregation may on some occasions work to your disadvantage and may on occasions result in you obtaining a worse price than if your order was executed separately.

Confirmation Of Transaction

80. A contract note will be sent to you no later than the first Business Day after the transaction, or if applicable, after we receive confirmation of the transaction from a third party. Contract notes may be sent by post, or made available to you in your online account or sent by other means as agreed with you and described from time to time in the Stocktrade Services Guide. The contract note will act as an invoice.

81. When we deal for you in OEICs or unit trusts there may be a delay in the receipt by us of contract notes from the relevant manager. Contract notes will be sent to you once we have received confirmation of the transaction from the manager.
82. You should check the contract note as soon as you receive it. If you have any questions or think it is incorrect please contact us as soon as possible. A delay in checking and contacting us can make it more difficult for us to resolve queries.
83. We will normally act as your agent (that is, on your behalf so as to make a third party your buyer or seller) when executing a transaction for you, although we may on occasion act as principal. If we act as principal this means that we are the person buying from you or selling to you. The contract note will confirm the capacity (that is, either as agent or as principal) in which we have acted.
84. If you are in any doubt about whether an order has been received or carried out, please telephone a member of the dealing team at Stocktrade.
85. In the unlikely event that we execute a transaction for you and make a mistake in reporting the amount required to complete the purchase or the amount that you will receive on a sale then we will contact you to make arrangements so that:
 - (a) you pay the correct price for the purchase; and
 - (b) you receive no more than you are entitled to in respect of the sale.

You agree to reimburse us for any amounts paid to you which were not due to you. The mistake in reporting the amounts involved does not affect your liability in respect of the transaction we execute on your instructions, and if we are unable to make satisfactory arrangements with you we may need to exercise the rights referred to in clauses 199 to 202.

Specific Provisions For Certain Order Types

Limit Orders

86. At our sole discretion we will accept limit orders by telephone or via the online dealing service on a 'best efforts' basis. This means that we will use all reasonable care and skill to execute the transaction within the limits imposed but this is subject to market conditions and other constraints described below. Limit orders arise where you instruct us to deal in a security within certain price parameters. We will only purchase investments if the market price matches or is less than the limit price you have given us. We will only sell investments if the market price matches or exceeds transaction on the trade date unless we agree otherwise. Exchange rates fluctuate and may change between the time that we give you an indicative rate and the time that we effect the foreign exchange transaction. The contract note will show the exchange rate used for your transaction. The rate provided to you may reflect an increase or decrease in the rate compared to the market spot rate in our favour which will be no greater than 1% of the value of the amount exchanged. Further information is available in the Stocktrade Services Guide and Rate Card.
87. If you have left a limit order with us over the telephone and you subsequently transact the same order online, or if you have left a limit order online and you subsequently transact the same order by telephone you must instruct us immediately to remove the original limit order. If you have any doubts as to whether the original limit order has been executed, it is your responsibility to check before you enter into

any subsequent transaction for the same order. If you fail to do so, you will be liable for all costs reasonably incurred in the event that we have to reverse any transaction in the market.

Stop Loss Orders

88. Stop loss orders are a type of limit order where you instruct us to sell a security when it reaches a certain price. At our sole discretion we will accept stop loss orders by telephone or via the online dealing service. We will place an order to sell the security as soon as reasonably practicable once it reaches the price you specified when instructing us. However, we cannot guarantee that we will be able to deal at that price and so you may get a higher or lower price than specified in the stop loss order, particularly in a fast moving or volatile market.

Short Positions

89. We will not agree to sell any investments on your behalf if we reasonably believe that a sale may result in you incurring a short position. A short position will arise if you contract to sell investments which you do not own, or do not have authority to sell or cannot deliver to the market by the agreed settlement date. You agree you will not instruct us to deal when the transaction would mean that you incur a short position. If you do give such an instruction you will be in breach of your obligation under this clause and we may, without prior reference, to you, buy the relevant investments to cover our obligation to deliver the investments. You agree we may recover from you any reasonable expenses incurred by us in doing so.

Closing An Open Bargain

90. An 'open' bargain is a transaction that has been arranged in the market but has not yet settled. This can be either because the settlement date has not yet arrived or alternatively you have not paid for a purchase, delivered a share certificate and signed transfer form (or other required documents) or uncertificated units of a security for a sale. In all cases it is possible to 'close' the transaction by selling stock where you have an open purchase or buying stock where you have an open sale. The new bargain, which is known as a 'closing bargain', must be for the same stock and quantity and for the same settlement date as the original bargain.
91. If you instruct us to transact a closing bargain, (i.e. a transaction carried out before the due date for settlement which extinguishes commitments to the market, for example a sale if the initial transaction was a purchase), you must inform us at the time of dealing. A closing bargain can normally be instructed up to 2 Business Days prior to the due date for settlement of the opening transaction. If, taking the two bargains together, a sum of money remains due to us then you must ensure that we have received cleared funds on the due settlement date in respect of this balance.

Please refer to clauses 199 to 202 for more information about our rights if you owe us money.

Settlement

Your Obligations To Pay

92. The day that we enter into a transaction is known as the dealing or trade date. For each transaction we will agree with the other party to the transaction (known as the

counterparty) the day on which the deal will be settled, known as the settlement date. There is an agreed standard settlement period for most markets, for example, the UK equity market settlement period for electronic trading is currently 2 Business Days after the trade date.

93. Your contract note will confirm the relevant settlement date for the transaction and the amount you must pay to us. Where we have agreed that you can pay by debit card, your bank or building society account will be debited immediately on the trade date and so you must have cleared funds available in the relevant bank account at the time you instruct us to deal. In all other cases you must ensure that cleared funds are available in your Stocktrade account on or before settlement day of a purchase order unless agreed otherwise with you. Please refer to the Stocktrade Services Guide for more information on how to transfer funds to us.
94. On the agreed settlement date a purchaser has an obligation to provide cleared funds to the counterparty in exchange for receipt of the investment they have agreed to purchase. We have this obligation to the market even if we have not received cleared funds from you in time. We have rights to require you to pay interest and/or to sell investments we hold for you if you do not pay us in time, see clauses 199 to 202.
95. All sums due to us including commissions, fees, dividends, market claims, charges, expenses and taxes, as applicable, will be debited from your account unless otherwise agreed by us in writing.
96. In the unlikely event that we debit your account or card with the incorrect amount we reserve the right to correct the error but we will attempt to contact you before doing so.

Foreign Exchange Transactions

97. We will deal and settle all transactions in Sterling unless agreed otherwise. If you request, we may, at our sole discretion, open and maintain "client settlement currency" accounts based in other currencies. The Stocktrade Services Guide describes the arrangements for operating a foreign currency account. Transactions denominated in those currencies will, if sufficient funds are available, be settled from the relevant foreign currency account.
98. If a sale transaction for you is settled in a currency which is not Sterling we will automatically convert the total amount received for you into Sterling unless we have agreed otherwise with you.
99. If a purchase transaction for you is to be settled in a currency which is not Sterling then you must either make the funds available in the relevant currency, or, if we hold money for you in our client account then we will carry out a currency exchange transaction on the trade date unless we agree otherwise. Exchange rates fluctuate and may change between the time that we give you an indicative rate and the time that we effect the foreign exchange transaction. The contract note will show the exchange rate used for your transaction. The rate provided to you may reflect an increase or decrease in the rate compared to the market spot rate in our favour which will be no greater than 1% of the value of the amount exchanged. Further information is available in the Stocktrade Services Guide and Rate Card.

Certificated Sales – Evidencing Your Ability To Transfer

100. A transfer form and certificate are required for all sales of certificated stock. In addition to providing these documents you have to evidence your ability to transfer

the stock concerned, because for example you are acting as an attorney or under a grant of probate, then you must ensure that these additional documents have been noted by the company registrar before you instruct us to sell the investments. If you do not do this, settlement may be delayed and we may take the action described in clauses 103 to 110.

101. If you are selling investments which are represented by a certificate you must ensure that the certificate, any documents of title, duly signed transfer forms or other documents necessary to enable us to give effect to your sale are delivered to us at least 3 Business Days before the relevant settlement date.
102. You are recommended to use registered mail for the delivery of documents to us, as we are not responsible for documents that are lost before they reach us.

Delayed Delivery Of Documents Or Money

103. We are responsible to the market for trades we execute for you. If you sell investments and we do not receive the documents required to give effect to the sale by the date specified on the contract note, then in order to manage our exposure, we reserve the right to:
 - (a) reverse any outstanding transaction and charge any resulting loss (including dealing costs) to you; or
 - (b) buy securities on your behalf to fulfil your obligations to deliver. You will be liable to us for any difference between the amount that is received for the sale and the cost of buying the securities in order to settle the sale transaction.
104. We will use reasonable efforts to contact you by telephone in good time before taking any such action, but you should be aware that we may not be able to do so if we consider it appropriate to act quickly to try to reduce your and our exposure. If we have not given you advance notice, we will contact you promptly afterwards to explain what action we have taken.
105. Delayed delivery of relevant documents to us may also result in delayed settlement of any sums due to you.
106. If you purchase investments and you do not make funds available to settle the purchase by the settlement date, then we reserve the right to:
 - (a) reverse any outstanding positions and charge any resulting loss (including dealing costs) to you; or
 - (b) complete the transaction and charge you interest on the outstanding amount due from you.
107. In addition if you do not pay us on time for purchases we reserve the right to sell investments held on your behalf in our custody and apply the proceeds towards meeting your obligations to us. Please refer to clauses 199 to 202 for more information about our rights if you owe us money.
108. We will use reasonable efforts to contact you by telephone in good time before taking any such action, but you should be aware that we may not be able to do so if we consider it appropriate to act quickly to try to reduce your and our exposure. If we have not given you advance notice, we will contact you promptly afterwards to explain what action we have taken.

109. We charge interest on overdue amounts (see clause 119 for details).
110. In addition, if we have to pay the London Stock Exchange (or other relevant exchange or third party trading system) or Euroclear UK & Ireland (EUI) an extra charge because of the delayed settlement of your trade caused solely by your failure to deliver documents on time or make funds available, these charges will be passed on to you.

Our Delivery Of Documents And Stock To You

111. (a) We will send documents of title by registered post to the last address which you have notified to us and will keep evidence to show that we have done this. Provided that we comply with these obligations we will not be responsible for any failure or delay on the part of the postal service. If you hold your investments in certificated form and do not receive a certificate for a purchase and/or balance certificate in respect of a sale within four weeks of the relevant settlement date, you must contact Stocktrade as soon as possible.
- (b) In the event that you purchase an illiquid holding or non readily realisable investment, please be aware that we are reliant on stock being available in the market in order for us to deliver it to you. This may result in a delay in delivery which is beyond our control.

Sales Cum Dividend, Rights And Bonus

112. If you give us a sale instruction for stocks or shares with the benefit of a dividend which is then paid to you but to which you are not entitled (i.e. you sell 'Cum dividend'), you agree to pay us the amount of the dividend and we will notify you of any amount due. When an amount becomes due from you we create a debit entry on your share dealing account. Please also refer to clause 200 which allows us to offset amounts you owe us against any amounts we hold for you or which are due from us to you.
113. If you give us a sale instruction for stocks or shares with the benefit of a rights, bonus or other entitlement (i.e. 'Cum rights', 'Cum bonus' etc.) you undertake to deliver to us all the appropriate documentation relating to the benefit. If you do not, you authorise us to purchase the investments equivalent to the benefit due and agree to meet the purchase price and any costs or expenses reasonably incurred by us in doing so.

Statements And Information Or Other Notices

114. When you hold an investment where the Rules require you to receive information or periodic notices we will normally arrange for these to be provided to you by the company or product provider, failing which we will supply you with a copy ourselves. In relation to the sale of OEICs, unit trusts or other packaged products, we will provide you with the key features documents, key investor information documents or simplified prospectuses.
115. Where you use our custody or safe custody services and/or we hold money for you, as a minimum we will provide you with an annual statement showing the investments and/or cash held by us at the end of the period covered by the statement. This may be incorporated into your valuation statement.

How we hold your money

116. Your money, being funds arising from or intended for investment, is accepted by us exclusively in the course of our investment business. We are authorised by the PRA to take cash deposits. The FCA client money rules will not apply to the money we hold for you. We will hold your money as banker and not as trustee or agent on your behalf. The money we hold for you is legally ours, but is subject to the obligations that we owe you. This means that, should we fail, the FCA's client money distribution rules will not apply to your money we hold and you will not be entitled to share in any distribution under the FCA's client money distribution rules. However, money within your account may be covered by the FSCS. Further details about the application of the FSCS are provided in clauses 212 to 215 – Client Protection and Complaints.

Money Held With Overseas Banks And Other Overseas Persons

117. Where you wish to invest outside the UK we may hold your money with a bank or any person of the kind referred to in clause 116 located in a jurisdiction outside the UK, where the legal and regulatory regime will be different to that of the UK and your rights in relation to the money may not be the same as when we hold it with a UK bank. In particular if the overseas entity becomes insolvent your money may be treated differently from the position which would apply if the money was held in a client bank account in the UK and it may therefore be less secure and the UK Financial Services Compensation Scheme would not apply.

Interest Payable To You

118. Money that we hold on your behalf and place in the deposit account will earn interest which is currently paid gross. Please be aware that gross payment of interest may be subject to change in line with tax legislation. Details of the tiered interest rates payable to you and the frequency of payment of interest will be notified to you in writing. The interest will be credited to your income account. Interest will not be paid on dividends and other income payments accumulated in the income account prior to being posted to your deposit account or remitted to you. Any difference between the rate of interest received by us on the client accounts and the rate paid to you is retained by us.

Interest Payable By You

119. If you fail to pay us any amount when it is due, we reserve the right to charge interest on the overdue amount at a rate which fairly reflects the increased risk for us but not exceeding 5 percent above the base rate of the Bank of England. We shall promptly notify you of the relevant rate so selected. Such interest will accrue daily until we receive full payment, save that the minimum interest charge on any overdue amount will be £5.

Small Payments

120. We reserve the right not to transfer sums less than £5. Sums less than £5 will be held until the amount reaches £5 at which point we will pay the sum to you.

Over And Under Payments

121. If you pay us more than is required for settlement, we may hold the overpayment for you unless you instruct us to repay the difference to you or we have a separate agreement to remit such funds to you. If we pay you more than the amount due for settlement, you agree that upon request you will promptly repay any amount due to us.

Custody Of Your Investments

122. Investments may be held in one or more of the following ways:
- (a) we can act as your custodian. We will arrange for our Nominee to hold your assets or, for overseas investments, we will deposit them with a third party custodian which may in turn hold them through its sub-custodians. The arrangements for holding and registering your investments vary depending on the type of the investment and the country of origin. Your investments may be held:
 - (i) in the name of a Nominee controlled by Alliance Trust Savings Limited;
 - (ii) in exceptional circumstances and as agreed by us, in the name of a nominee company specified by you (such arrangements may be subject to additional charges as agreed with you from time to time); or
 - (iii) for overseas investments, with a third party custodian or one of its sub-custodians, where the investment may be registered in one of several ways including registered in the name of the custodian or sub-custodian, one of their nominee companies, a central securities depository or its nominee company, or in our name or in the name of one of our Nominee companies;
 - (b) in your name or a name nominated by you in certificated form, where certificates are issued;
 - (c) in your name in a CREST Personal Member account; or
 - (d) in bearer form - this applies only to certain investments.
123. Unless you instruct us otherwise in writing we will act as your custodian and we will normally hold your investments in a pooled Nominee account with those of other clients. An explanation of pooling is given in clauses 136 to 138.
124. If you do not want your UK investments to be held in one of our Nominee companies (and as a result pooled with those of other clients) you may ask to hold them in certificated form or in your name as a CREST Personal Member. Please refer to the Stocktrade Services Guide for more information about these types of accounts. There may be additional costs and charges associated with these options and you will need to enter into additional agreements to be a CREST Personal Member. Please ask us for further details.
125. Where you hold investments in your name or are an existing CREST Personal Member sponsored by us and later decide that you would rather use our custody and nominee service, please contact Stocktrade to request this service. You should be aware that the nominee service provisions in these Terms will apply from the date that we begin to offer you the custody and nominee service.
126. Clauses 127 to 140 explain our custody and nominee service. Clauses 141 to 148 explain the position where your investments are held in your name, in certificated form where appropriate.

Our Custody Service And Nominee Companies

127. Our Nominee companies are wholly owned subsidiaries of Alliance Trust Savings Limited and have been established solely to hold investments for clients. The Nominee will hold the investments, as the legal owner, on behalf of you, the beneficial owner. We reserve the right to refuse to accept any particular security into our Nominee companies and if

we exercise this right we will explain why, unless we reasonably consider that it would be unlawful to do so. The investments will appear on the respective company register in our Nominee name. We accept responsibility for all acts and omissions of our Nominee companies and they act in accordance with our instructions and on our authority.

128. We may transfer your investments between any of our Nominee companies without cost to you and without your consent. For example, we may transfer investments between any of our Nominee companies if this is necessary to effect settlement of any trades or to allow us to administer effectively the deduction of any withholding tax that might be payable. If you wish to transfer investments out of our Nominee companies, we will make a charge on the basis and at the time described in the applicable Rate Card.
129. More information about holding investments through a nominee company in a pooled account is set out in clauses 136 to 138.

Custody Of Your Overseas Investments

130. Overseas investments are held for us by a third party custodian or its sub-custodian usually in an omnibus account. This means that such investments as overseas investments may be pooled with those of other clients of ours and other clients of the custodian or sub-custodian. Clauses 136 to 138 explain pooling and describe how this can affect you. Overseas investments may be registered in the name of the custodian, its sub-custodian, another third party or in our name (or that of our Nominee companies). Investments will only be registered in the name of another third party or in our name (or that of our Nominee companies) where we have taken reasonable steps to determine that it is in your best interests to do so or it is not feasible to do otherwise because of the nature of the applicable law and market practice. By signing the Account Opening Form you agree to the possibility that overseas investments may be registered in any of the above ways including in our name or that of our Nominee companies.
131. In some circumstances, investments held by a third party custodian or its sub-custodians may not be segregated from our investments or those of the overseas custodian. Therefore, your protection may be less should a default occur on the part of the custodian or sub-custodian. Your investments will not necessarily be separately identifiable and may be subject to third party claims made against us or the relevant overseas custodian.
132. You acknowledge that investing in overseas securities may give rise to different settlement, legal, tax and regulatory requirements from those in the UK and different practices for the separate identification of investments. Where accounts holding your money or investments are not subject to English law your rights may be different from those that would apply under English law.
133. You acknowledge that the custodian or its sub-custodians may take a lien (which is a form of security right) over investments held by them or that they may be entitled to other security rights over investments or money, including rights of set-off, retention or sale in respect of or affecting your investments or money. Under the Rules the scope of any such rights and the circumstances in which they may arise are restricted.
134. We will exercise due skill, care and diligence in the selection, appointment and periodic review of any custodian. If the custodian or any sub-custodian becomes insolvent, the consequences for you will depend upon the applicable law (which may not be English law). The insolvency may result in delays in settling or transferring investments or money held. The effect of any applicable law is outside our control

and could, for example, mean that your interests are not recognised as separate from those of a third party. We shall not be responsible for any acts, omissions or insolvency (or similar) of any such custodian or sub-custodians unless they result from our negligence, fraud, wilful default, breach of the Rules or breach of contract.

135. If you object to your securities being held in this way, please discuss this with Stocktrade. We may be able to register your securities in another way, however there are likely to be additional costs involved in this and we cannot guarantee that we will be able to comply with your request.

Pooling Of Investments

136. **Investments that are registered in one of our Nominee companies or in an omnibus account with a third party custodian or its sub-custodians are held on a pooled basis along with investments belonging to other clients. This means that your entitlement will not be separately identifiable on the relevant company register, by separate certificates, other physical documents of title or equivalent electronic records.**
137. **In the event of an irreconcilable shortfall of pooled investments clients may not receive their full entitlement and may share in the shortfall in proportion to their original share, or on some other basis in accordance with the applicable law. By accepting these Terms you agree to your investments being held in one of our Nominee companies or in an omnibus account with a third party custodian or its sub-custodian on a pooled basis.**
138. When your investments are pooled you may not receive the same treatment or options when there is a corporate action or other event as you would if the investment were held in a separately designated account with a nominee company or custodian, in your own name in a CREST Personal Member's account, or in certificated form. For example, following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been if your investments had been registered in your own name. Clauses 168 to 170 contain more information about how we deal with fractional entitlements arising because investments are held in our Nominee.

Shareholder Concessions

139. When you hold your shares through a nominee company you do not get the rights to any company privileges or shareholder perks to which you would have been entitled if you were the registered owner of the investment.

Stock Lending

140. We do not lend stock.

Registering Investments In Your Name And Certificated Investments

141. If you choose to hold your investments in your own name, we will register the investment in your name. You will have the direct relationship with the issuer of the investment. If we agree to hold any certificate for you we are responsible for its safe custody, but you bear any other risks connected with direct registration in your name.
142. For sales of certificated investments, you must send a properly signed and completed transfer form together with your valid share certificate(s) and any other appropriate documentation to us. We will only hold these certificates for the purpose of effecting a sale or transfer.

143. For any investment where you wish to receive a share certificate but the investment is not capable of being held in certificated form you agree that we may hold the investment as your custodian in electronic form until we can contact you to determine how you wish to deal with the matter.

Safe Custody Of Certificated Investments

144. If we agree to hold your certificates, we will accept responsibility for their safe custody in accordance with the Rules and these Terms and will keep them segregated from our assets. You agree that your certificates may be held by us securely at one of our offices, with a bank or with another custodian nominated by us. These may include overseas third parties.
145. The investments will continue to be registered in your name at your address.
146. As the legal owner of investments held in certificated form, you will receive notification of matters affecting your holdings direct from companies through their registrars. You will be responsible for obtaining advice on and deciding on any rights attached to your investments and for taking any necessary action, even where we provide a safe custody service for the certificate(s).
147. We do not accept associated mail on your behalf where we hold safe custody of your certificate(s).
148. We may cease to provide you with safe custody of your certificate(s) if you fail to pay any amount due to us on demand for our services and we will return any certificate(s) to you (at your last address notified to us in writing) by registered post.

Dormant Accounts

149. If we cease to provide safe custody facilities or if there have been no transactions on your account for at least 18 months we will make reasonable attempts to contact you. If you fail to respond to our communications then, if we reasonably believe that you may no longer be resident at the address that we hold for you, we reserve the right to transfer any investments held in our Nominee into your name and to return any certificates or other evidence of title to the registrar or other agent of the company that issued the certificates. We will write to you at your last known address to advise you that we have done this.

Investments Held In Our Custody: Dividends, Interest And Other Payments

150. All the income i.e. dividends, interest and other distributions paid to and received by our Nominee or the third party custodian in respect of your investments held by it, will be credited to the income account within 10 Business Days of receipt.
151. All income received on your behalf and accumulated in your income account will, subject to the deduction of any tax or charges, either be paid to your bank account by BACS or transferred to your deposit account on, or shortly after the 5th of the month, on a monthly or quarterly basis, or as otherwise agreed. If you have elected to have income paid out, this will be shown on your income statement, and will be credited to your bank account promptly.
152. You may amend your instructions in respect of income at any time by providing written instructions to us 10 Business Days prior to the next payment or transfer date.

153. Where your bank is not part of the UK BACS system then we will discuss and agree with you arrangements for remitting funds to your bank. There may be costs involved in payments to banks outside the UK BACS system and we will advise you of them when we agree the arrangements with you.

Investors' Rights

154. Clauses 155 to 174 explain the position in relation to investors' rights where Investments are held in our custody by our Nominee or third party custodian. Clause 173 explains the position where your investments are held in a CREST Personal Members account and clause 146 explains the position where your investments are held in your name.

Corporate Actions - General

155. 'Corporate action' is a general term used to describe situations where an investor is given an opportunity to participate in a decision relating to the investment. It includes rights issues, other offers of shares or securities, voting at meetings such as annual general meetings or extraordinary general meetings, takeovers and reorganisations. The Stocktrade Services Guide provides more information on different types of corporate action and the way in which we deal with them and what you must do to exercise your rights.
156. If we ask for your instructions in relation to a corporate action and do not receive instructions by the date we specify we will take no action or will take only such action as is necessary for you to receive the default option where one is available. It is vital that you notify us promptly of any changes to your contact details so that we are able to contact you for your instructions.
157. You should be aware that, for administrative purposes and in order to ensure that we meet the deadlines imposed by companies, any settlement systems or stock exchanges, it is often necessary to impose an earlier deadline on corporate actions than those set out in company documents. We will make reasonable efforts to notify you of such earlier deadlines and obtain your instructions, however this may not be possible within the relevant timescales and, in those circumstances, the company's default option (or an alternative default option selected by us where applicable) will apply. If you are in doubt about the timetable for any corporate actions, you should clarify it with us.
158. We do not provide specific confirmations in relation to actions taken on a corporate action, we will accept your instructions by acting on them, provided they are received by us in the form and by the date that we specify.
159. Unless the investment concerned can be registered as a fraction of a share or a unit, then any investment you receive as a result of a take-over, conversion or other offer will be rounded down to the nearest whole unit. Fractional entitlements will be dealt with in accordance with clauses 168 to 170.
160. If we receive notice of a corporate action from an overseas sub-custodian in time for us to process it and give you an opportunity to instruct us, then we will do so. You should be aware that we may not receive notification of rights attaching to overseas Investments or there may be a delay in notification to us. In such circumstances we may not be able to inform you or take appropriate action on your behalf in time.

Shareholders' Entitlements

161. Where your investments are held by our Nominee, the following actions will occur in respect of bonus and scrip issues:
- (a) all bonus issues will automatically be credited to your account; and
 - (b) in the case of a scrip dividend we will automatically elect to take any cash alternative and we will not be responsible for information you that any scrip alternative exists.

Rights Issues And Other Offers

162. We will seek your instructions as to whether to take up rights or to accept an offer and, provided that sufficient cleared funds are available and you are not prohibited by law or the terms of the issue from acquiring new shares, we will give effect to those instructions. Please refer to clauses 155 to 160 for more detail on corporate action instructions.

Voting, Takeovers And Company Reorganisations

163. We will contact you to obtain your instructions in order to exercise your voting rights or to effect your instructions on a takeover or company reorganisation. Please refer to clauses 155 to 160 for more detail on corporate action instructions.
164. You should write to us if you would like to receive notice of any meetings at which voting rights will be exercisable. If a fee is payable for this service, this will be shown in the Rate Card.
165. You may be able to exercise your right to vote on certain issues and at annual general meetings and extraordinary general meetings. If you wish to vote as proxy you must instruct us in writing within a reasonable time prior to the investor meeting.
166. Holders of CREST depository interests (CDI's) should be aware that unless the issuer of a security has entered into a proxy vote agreement with Euroclear UK & Ireland Limited, holders will not be allowed to submit voting instructions.
167. We are not obliged to attend, speak or vote at any meeting in respect of any of the Investments held by our Nominee.

Fractional Entitlements

168. Where our Nominee holds your investments, the Nominee will usually receive one allocation of shares or units for all of the clients in our Nominee who participate in an open offer, new issue, bonus, entitlement, rights issue or similar corporate action. The Nominee may also receive a small cash payment from the relevant company's registrars in respect of any fractional entitlement.
169. The shares or units received by the Nominee will be allocated by us as follows: where the shares or units can only be transferred or registered in a whole number of shares or units, then we will allocate to your account such number of shares or units rounded down to the nearest whole number that we calculate are due to you, using the relevant company's basis of allocation.
170. Any shares or units remaining after we have made these allocations will be aggregated and sold. The resulting sale proceeds, together with the cash payment (if any) referred to in clause 168 will be distributed in proportion to the holdings amongst the relevant clients using the relevant company's basis of allocation. Any remaining cash balance will become our property. However, we reserve the right to deal with the sales proceeds and the cash payment (if any) as follows:

- (a) where your share of the proceeds of sale is £5 or above this will be credited to your account; and
- (b) amounts below £5 will become our property.

Class Actions

171. We are an execution only broker and provide related custody services as described in these Terms. We do not offer services related to class actions or group litigation relating to investments that our Nominee has held or holds for you and so will not be responsible for informing you of any such matter, nor do we offer services which relate to participation in class actions and similar matters. If you become aware of any such class action relating to your investments and you ask us to assist you, we will provide you with such certification as you may request concerning the investments held for you provided that you pay our reasonable costs for doing so.

Company Documents

172. Where your investments are held in one of our Nominee companies you accept that you will not be entitled to receive reports and accounts and other material issued by the entity in which you invest. If you are an online dealing client you may access a free copy of a company report for selected companies from our website at www.stocktrade.co.uk or ask us to request a company report on your behalf.

Crest Personal Members — Shareholder Rights And Corporate Actions

173. If you are a CREST Personal Member you are the legal owner of investments held in the CREST system and you will receive notices directly from the companies in which you have invested through those companies' registrars. You are responsible for obtaining advice on and deciding on any rights attached to your investments. In respect of a corporate action, we will usually provide you with relevant information relating to it. You must promptly notify us, as your CREST sponsor, of any instructions you give in relation to any corporate action in order for us to take the necessary action on your behalf through the CREST system.

Disclosures Of Interests In Shares

174. You are responsible for monitoring the level of your shareholdings and making the relevant disclosures when your shareholding in any company reaches/exceeds/falls below certain threshold levels in accordance with the current legislation. This applies to all your investments whether held through our Nominee or otherwise. If we notify you that we believe you should make a disclosure in respect of your investments in our Nominee this does not mean that we accept any responsibility to you to monitor your holdings.

Instructions And Communications

175. There are a number of ways in which you can communicate with us and send us instructions. These vary depending on the circumstances. The Stocktrade Services Guide provides a full description of the different methods available from time to time and the circumstances in which they can be used.
176. We may delay or refuse to execute your instructions to place an order if
- (a) your instructions are unclear or ambiguous;

- (b) the law or a Regulator requires us to do so or if, in doing so, we would be in breach of the Rules or any other applicable law or regulatory requirement;
 - (c) we are unable to verify your personal details;
 - (d) we have not received any documents we may have asked for, or where appropriate, the documents are not fully and completely completed by you;
 - (e) we have reasonable cause to believe that the proposed transaction may constitute market abuse or market timing or we otherwise have reasonable cause to be concerned that the placing of the order may breach the Rules or any other applicable law or regulatory requirement;
 - (f) we have reasonable cause to suspect that the order was not placed by you or someone that we have agreed may operate your account on your behalf / that the order has been placed fraudulently;
 - (g) we believe that you do not have a legal right or authority to deal in the relevant investment;
 - (h) your order does not meet the minimum investment criteria for the investment that you want to buy; or
 - (i) extreme market conditions exist and we have stopped taking trades in either one investment or investments in general.
177. When we accept your orders, we will use reasonable endeavours to carry them out. However, we cannot guarantee that we can give effect to them or that they will be carried out immediately as this will depend on market conditions which are subject to sudden and unpredictable changes
178. If you are in any doubt about whether we have received or acted upon your communication instruction, please contact us for confirmation.
179. We will agree with you as part of the account opening process how your valuations, statements and contract notes will be delivered.
180. You are reminded of the risks inherent in the online dealing service, please see clause 66 for an outline of them.

Joint Accounts - Instructions

181. If an account is in joint names, "you" or "your" refers to all account holders. For joint accounts, we require all account holders to sign the Account Opening Form. However, once the account is open we will then accept instructions from any one of those joint holders and these instructions will bind all other account holders. If you only wish us to act upon instructions from all, or a specified number of joint holders, please notify us in writing. If you have not notified us of your requirements, for your protection we reserve the right (but are under no obligation) to request a written instruction signed by all joint account holders. At the request of all account holders, you can ask us to change the first named account holder to be one of the other joint account holders, however, this may have legal implications and you should consult your legal adviser before asking us to do this.
182. We will send notices and communications only to the first named account holder, who will be treated by us as authorised to receive them on behalf of all account holders. You can ask us to send copies of contract notes, statements and valuations to up to four other named persons (who do not have to be the joint account holders) but other notices and communications will only be sent to the first named holder.

183. It is our general policy that an account in the name of two or more persons is set up as a 'joint tenancy' account. This means that upon the death of one account holder, the total portfolio is passed to the surviving account holder(s).
184. At your request we can establish a 'tenancy in common' arrangement to allow each joint account holder to own a specified percentage e.g. 50% of the assets. This means that upon the death of one account holder, their portion of the account goes to their estate and not to the surviving account holder(s). If you would like us to operate your joint account as a tenancy in common please ask us to supply you with the relevant form.
185. You are advised to consider your tax position before setting up a joint account with us.

Record Keeping And Recording Of Calls

186. We may record telephone conversations and retain copies of them, any transcripts and any written or electronic communication we have with you. These will be used for the purpose of administering your account, training purposes, to evidence compliance with regulatory requirements, in the event of a dispute or as evidence in court. Such recordings or transcripts shall only be retained for so long as is necessary, as reasonably determined by us, in accordance with any legal or regulatory prescribed data retention time frames, to complete the purpose for which the data has been acquired.

Third Party Authority And Power Of Attorney

187. You may ask us to accept instructions from a third party. This request may be made either by completing the relevant section in the Account Opening Form or by putting the request in writing. If we agree to accept third party instructions, we may need to perform anti money laundering checks on the third party before accepting instructions from them and we may impose other conditions, for example, where a third party is relying on a power of attorney we will require a certified copy before we can accept instructions.
188. Other than a relevant instruction under clause 57, we may accept any instruction where we reasonably believe the instruction has been given by a third party with your authority. However, for your protection, we reserve the right to request a written signature on paper from you for any instruction.

Our Liability

189. We will take reasonable care in providing our services to you and will be responsible to you for liabilities, losses, costs or expenses suffered by you as a direct result of our negligence, wilful default, fraud or breach of our obligations or statutory duty, or that of our Nominee companies. However, we do not accept liability for liabilities, losses, costs or expenses suffered by you which were not reasonably foreseeable to both you and us at the time when we entered into our Agreement. You may also have rights against us under the regulatory system which applies to us under the Financial Services and Markets Act 2000 (including the Rules). These rights, or any other statutory rights you may have, are not affected in any way by these Terms. For further information about your statutory rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau. The Regulator's website www.fca.org.uk also has a consumer section.

190. Nothing in our Agreement shall be read as excluding or restricting any liability we may have under the regulatory system which applies to us under the Financial Services and Markets Act 2000 (including the Rules), for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence.
191. We will not be liable to you if we cannot perform our obligations by reason of any cause beyond our reasonable control, which could include but is not limited to any act of God, fire, act of government or supranational organisation, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute, inability to communicate with market makers for whatever reason, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our reasonable control. If an event of this kind occurs, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our clients.

Compliance With Laws, Regulations And Market Rules

192. We will not do anything which would in our reasonable opinion infringe any applicable laws, regulations or rules of market conduct and may do whatever we consider necessary to comply with them. Stock market transactions are undertaken in accordance with the applicable rules of the relevant exchange or trading venue. We are subject to laws designed to prevent financial crime. We reserve the right to decline to accept any particular instruction or order and we may not give reasons for doing so where necessary or reasonably appropriate, for example, if it would be unlawful to do so or if we reasonably consider that it would compromise our security procedures.

Our Charges And Other Costs Payable By You

193. You agree to provide us with funds to cover your transactions and pay the charges and other costs specified in the applicable Rate Card or relevant Stocktrade Services Guide. We may vary our charges and the other costs on prior notice to you as provided in clauses 234 to 238. You will also be responsible for paying all taxes associated with your transactions.
194. We reserve the right to deduct any amounts due to us plus any taxes payable from any account or fund of yours held by us. If we have shared any dealing charge with any associates or third parties, this will be indicated on the relevant contract note.
195. Additional charges are payable by you when dealing with overseas securities including but not limited to foreign exchange charges and commissions, delivery, applicable taxes, clearing system and third party custodian charges. You will also be responsible for the charges levied for the holding and safekeeping of your overseas investments. If these charges are to apply to you, we will make sure that you are aware of these charges and their likely amounts before dealing for you.

Your Obligations To Us

196. In some cases we (or our Nominee companies) may have to bear additional costs because of specific circumstances relating to you. You agree that if we have to bear any claims, demands, liabilities, losses, expenses or costs (including costs of any third party) as a result of:

- (a) acting on your instructions or signing documents on your behalf with your consent (being costs which we would not in the normal course of events expect to bear);
 - (b) anyone else claiming to be entitled to investments which form part of your portfolio(s), including, without limitation, any such party who claims to have had any interests in investments bequeathed to him; and/or
 - (c) a material breach by you of these Terms, then you will be responsible for paying to us their full amount (this is known as 'indemnifying' us). These include but are not limited to commissions, transfer and registration fees, taxes and all other financial liabilities relating to your investments or the services we provide to you. You will not however be liable for our commercial payments for services or for taxes we pay on our own account.
197. You do not have any liability to us for claims, demands, liabilities, losses, expenses or costs (including costs of any third party) that we bear as a result of a breach of our obligations to you (including breach of the Rules), or of our negligence, wilful default or fraud.
198. You agree that you will promptly provide us with the information, payment or documents that we have told you are required from you in order for us to provide our services. You accept that if you do not do this our ability to provide our services may be affected and you could incur additional costs and obligations.

Our Rights If You Owe Us Money

199. Where you owe us money we reserve the right to sell or realise any investment which we are holding (or are entitled to receive) on your behalf in order to meet any liabilities which you may have incurred with us including any fees or charges. We will use reasonable efforts to contact you in order that you might make alternative arrangements before we take any such action or specify which investments you would prefer us to sell. However, we may not give advance notice to you if we consider that it is necessary or appropriate to act quickly to reduce our exposure to you, in which case we will contact you promptly after we have sold or realised any investment to explain what action we have taken. Any monies still outstanding will remain your responsibility.
200. We reserve the right to deduct the sums owed to us from any amounts that we owe to you or are holding for you where you:
- (a) have failed to put us in funds in sufficient time to enable us to meet any obligations incurred by us in relation to transactions carried out on your behalf; or
 - (b) owe us sums in respect of our fees, charges, costs and expenses and any associated taxes.
201. Where any amounts are due to us on one account then you agree that we may without reference to you satisfy that debt by transferring the amount owed from any other account in your name or account where you are one of the joint holders. We will promptly notify you if we have done this.
202. We reserve the right after notifying you to refer a debt, which you are unable or unwilling to pay, to a debt collection agency to recover our funds. We also reserve the right, at our absolute discretion and without further notification, to sell the debt in its entirety to another party.

Account Holder Liability For Joint, Trust, Company, Partnership, Charity, Association Or Other Entity Accounts

203. If you have a joint, trust, company, partnership, charity, association or other entity account with us, all account holders are bound by our Agreement and each account holder will be jointly and severally liable for the account. This means that you are bound by and liable for both your own actions and omissions and the actions and omissions of all the other account holders and we may at our discretion pursue any one or any number or all of the account holders for any debts or other liabilities.

Tax And Legal Affairs

204. You have sole responsibility for the management of your tax and legal affairs including all applicable tax filings and payments and for complying with applicable laws and regulations. We have not and will not provide you with tax or legal advice and we recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances. The tax treatment of investment products can be complex, and the level, rate and basis of taxation may alter during the term of any product.

General Terms

Overseas Regulations

205. Our services will not be available in countries where they are prohibited by local law. If in doubt you should contact your legal adviser. If you use our services knowing that there is a legal reason why they cannot be provided to you we will not be responsible for the consequences.
206. Holders of USA reportable securities agree to provide the appropriate documentation as necessary to meet USA IRS requirements. If you do not complete and return the statutory forms or the forms are not acceptable then in order to avoid sanctions on us, which can include severe financial penalties imposed by the USA IRS, we will, after giving you due notice, sell the relevant holdings, and make any remittance necessary in the circumstances.
207. Unless otherwise agreed in writing with you, we will not provide you with our services if you are, or become, a US person. 'US person' means any citizen or resident of the USA including the estate of any such person, or any corporation, partnership or other body created in or organised under the laws of the US, or any political subdivision of that country, or any estate or trust whose income regardless of its source, is subject to US federal income tax. We reserve the right to ask further questions or to ask for evidence at any time that you are not a US person. If we become aware that you are or have become a US person we will terminate our relationship with you under clause 221.
208. References to the USA include its territories, possessions and all areas subject to its jurisdiction.
209. If you purchase investments in companies registered in the Republic of Ireland, you may be required to complete appropriate documentation in respect of such securities held in our Nominee or by an overseas sub-custodian. Further details are available on request.
210. We also have obligations under the European Union tax rules which require us to provide certain information about the beneficial owners of investments or levy the appropriate rate of withholding tax to UK and other member states' authorities.

211. We are obliged under UK legislation, agreements and tax treaties with worldwide jurisdictions to provide information on clients and withhold tax. We will endeavour to collect income on your behalf under the appropriate rate of withholding tax provided that we have the appropriate documentation from you.

Client Protection And Complaints

Client Protection

212. We are covered by the Financial Services Compensation Scheme ("FSCS"), further information is available at www.fscs.org.uk.
213. Under the FSCS, you may, in certain circumstances, be entitled to receive compensation if we are unable to meet our obligations to you, for example, if we cease trading or become insolvent. The FSCS was set up mainly to assist private individuals although smaller businesses and smaller charities are also covered.
214. The amount of compensation that you may be entitled to receive under the FSCS depends on the type of business being carried out and the circumstances of the claim. Most types of investment business are covered, as at the date of the Terms, up to £50,000 for any one claimant. Cash that we hold as banker is protected up to £75,000 for each deposit taker. These limits may change from time to time. Please note that compensation limits apply to your total holdings with an organisation in relation to each category of claim and therefore each limit includes all the investments or all the cash that you hold across your accounts with one organisation. Please note that the FSCS does not protect against market volatility. In addition, compensation arrangements in overseas jurisdictions may be different to those in the UK.
215. Information about compensation arrangements is available on request from us or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. If you require information about the FSCS please contact Stocktrade.
216. Alliance Trust Savings Limited has taken care to ensure the quality of its insurance programme. We have in place specific cover to protect us and our clients from losses arising from fraud, misappropriation, theft or loss or damage to any client assets in our custody and control, which includes both cash and securities. We regularly review the levels of cover provided.

Complaints

217. You should contact Stocktrade immediately if you are dissatisfied in any way with any aspect of your account or our services.
218. If after speaking to us the matter is not resolved to your satisfaction then we will send you a copy of our Complaints procedure. You can at any time write to the Service Quality Manager at our head office at Alliance Trust Savings Limited, PO Box 164, 8 West Marketgait, Dundee, DD1 9YP. A complaint can be made in writing, by telephone on 01382 573737, by email to contact@alliancetrust.co.uk or in person.
219. We treat any complaint very seriously and aim to resolve a complaint fairly and promptly. We have an independent Service Quality Team, under the control of the Service Quality Manager, which will investigate and deal with your complaint in accordance with our procedures. We hope to resolve all complaints amicably, however, should we be unable to resolve any matter between us you can direct your complaint to the Financial Ombudsman Service at, Exchange Tower, London E14 9SR.

Termination, Incapacity And Death

Termination

220. You may terminate your relationship with us by giving written notice specifying the date on which you wish to terminate, which may be effective immediately upon our receipt to Stocktrade, Seventh Floor, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX.
221. We may terminate our relationship with you by giving at least 28 days written notice to you. We do not have to provide any reason for any such termination.
222. Our Agreement will terminate immediately if:
- (a) you make a voluntary arrangement with your creditors;
 - (b) you become bankrupt;
 - (c) we receive written notice of your legal incapacity (see clause 230); or
 - (d) you are a body corporate and an administrator, receiver, liquidator or other insolvency practitioner is appointed or you merge with another body corporate or are otherwise removed from the register at Companies House or the equivalent in the applicable jurisdiction.

You shall inform us immediately if any of the above events occurs in relation to you. If we otherwise become aware that any such event has occurred, we shall inform you immediately that this Agreement has terminated under this clause.

223. At the time notice of termination is received under clause 220 or clause 221, or at the time our Agreement is immediately terminated under clause 222, we will ask you for your instructions regarding any stock and cash held for you and we will agree a reasonable period for you to make alternative arrangements. After this period we will cease to act for you and, wherever possible, we will transfer your investments into your name, materialise them where possible and dispatch any certificates or other documents evidencing title to the last address that you have notified to us.
224. If you terminate your relationship with us in accordance with clause 220 in connection with a variation to our Agreement or the characteristics of our services and do so within 56 days of receiving notice of such variation under clause 234 to 240, then we shall not make a charge for transferring or materialising any investments or dispatching any certificates or other documents under clause 223.
225. We may make a charge for transferring or materialising any investments or dispatching any certificates or other documents under clause 223 if:
- (a) you terminate your relationship with us in accordance with clause 220 otherwise than in the circumstances described in clauses 224, 262 or 263;
 - (b) we terminate our relationship with you in accordance with clause 223; or
 - (c) our Agreement is terminated immediately in accordance with clause 224.
226. Further details of our charges referred to in clause 225 are set out in the applicable Rate Card.
227. You will remain liable for prompt settlement of all outstanding transactions, fees, charges and obligations related to services provided by us prior to termination and any outstanding debts relating to those services must be satisfied.

228. No penalty or other additional payment will be payable by you or us in respect of the termination. We will return the balance of any monies we hold to you.
229. Our Agreement, including these Terms shall, even after termination, continue to govern any legal rights or obligations which have already arisen or which relate to our services under their Terms or which arise in consequence of termination. We will carry out your reasonable instructions relating to the termination as soon as reasonably practicable.

Incapacity And Power Of Attorney

230. In the event of your legal incapacity, our relationship will terminate automatically upon our receipt of written notice unless you have granted a power of attorney under which we can continue to act. We reserve the right to require proof or further details of your legal incapacity.
231. Where a power of attorney has been granted over your account, we will continue to administer the account in accordance with the attorney's instructions until such time as the power of attorney is revoked, or until the time of your death.

Death Of A Client

232. Upon receipt of written notification of your death your account (and, if relevant, your personal membership account in CREST) will be suspended and we will close any open position.
233. Unless otherwise agreed with us, we will not accept any instructions over any account in your name until a grant of probate, certificate of confirmation (in Scotland) or its equivalent has been issued and we have received a certified copy. Thereafter, your executor or personal representative may instruct us to sell, transfer or materialise the investments subject to payment of our normal charges set out in the applicable Rate Card in which case these Terms will be binding on your executor or personal representative.

Variation And Notices

Variation

234. We may vary the Agreement and our charges at any time if we have a valid reason to do so. We consider the following to be valid reasons:
 - (a) to respond proportionately to changes in the Rules or any other applicable law or regulatory requirement;
 - (b) to comply with any decision or recommendation of a legal body or legal decision;
 - (c) to reflect good industry practice or changes in the operation of the markets;
 - (d) as a result of changes to our systems and processes and the way our business operates, or any changes to or affecting any third parties with whom we engage whilst providing the services;
 - (e) to remedy obvious errors; or
 - (f) to proportionately reflect legitimate cost increases in, or restructures of, the services we provide.
235. If we vary the Agreement to your disadvantage, or vary our charges for a reason that is not specified in the Agreement with you, we will give you 30 days' prior notice in writing, except as set out in clause 237.

236. Whenever we give you notice of a material amendment that is to your disadvantage, you will be able to close your account during the notice period specified in accordance with the current Agreement. If you do not do this, you will be deemed to have accepted the change.
237. In the case of changes that we have to make for the purposes of complying with the Rules or any other applicable law or regulatory requirement we may vary the Terms with immediate effect.
238. The amended Agreement will apply from the effective date of any variation that we tell to you.

Notices

239. We will correspond with you at the address last notified by you to us.
240. All correspondence and notices sent by us shall be deemed to be received by you 2 Business Days after posting if sent by first class pre paid post to addresses within the UK, or 7 Business Days if sent by airmail post to addresses outside the UK, or when despatched if sent by email. This clause will not, however, apply to any correspondence or notice if:
 - (a) such correspondence or notice is returned to us undelivered; or
 - (b) you establish that:
 - (i) you did not receive it at your address within the relevant period or at all; and
 - (ii) any such delay or failure in receipt was not a result of your omission to inform us of a change of your address in accordance with your obligation to do so under clause 26.
241. Our address for all communications and any other notices is Stocktrade, Seventh Floor, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX, unless specified otherwise in these Terms.

Using Your Personal Information

242. In order to provide our services to you, we may need to collect, use, share and store personal data about you. In doing so we seek to adhere to the Data Protection Act 1998 ("DPA") which governs how we may use your personal information and provides you with certain rights in respect of your information.
243. In order to provide the services under our Agreement, we may also process personal information which you have supplied to us or which has been supplied to us by a third party relating both to you and to other individuals, such as your spouse. Where you provide us with information about another individual you confirm that you have obtained their prior consent to provide this information to us and for us to process it in order to provide our services. Records of your personal information will be held in accordance with the DPA and shall not be kept for longer than is necessary.
244. You confirm we may use or disclose your personal information for the purposes of providing our services, administering your account, confirming your identity to meet the requirements of anti money laundering legislation and regulation, carrying out credit checks, advising you about Stocktrade, Alliance Trust Savings Limited or our services or for other marketing purposes (as set out in clause 247), recovering a debt and preventing fraud. By completing the relevant section in the Account Opening Form you consent to us doing so and also allow us to share your personal information within our group structure for these purposes.

245. Credit checks are normally not performed. We do, however, reserve the right to do so. If we carry out a credit check, the check will be undertaken by a licensed credit referencing agency, which will retain a record of that check. This information may be used by other stockbrokers, financial institutions and other retail businesses in assessing applications for credit by you and members of your household and for occasional debt tracing and fraud prevention purposes. By signing the Account Opening Form you consent to these checks being undertaken. Details of the credit check service we use are available upon request.
246. We will keep your personal information confidential and only disclose it to our agents, business partners and contractors for the purposes of providing our services or administering your account, to regulatory authorities, stock exchanges, clearing houses, share registrars, statutory and government bodies, and to persons who provide us with services in connection with credit checking and to anti-fraud controls. We may also disclose it by order of a competent court or if the law otherwise permits disclosure. Clause 259 sets out other ways in which we might disclose information arising from or in connection with our relationship with you.
247. If you elect to receive information from us, then we may use your personal information to advise you about Stocktrade or Alliance Trust Savings Limited services or for other marketing purposes. By completing the relevant section in the Account Opening Form you consent to us sharing your personal information within our group structure for this purpose. If you no longer wish to be contacted for marketing purposes, please contact Stocktrade or the Service Quality Manager at Alliance Trust Savings Limited.
248. We may pass on personal information about you to parties who may be based outside of the EEA. Before doing so we will take reasonable steps to enter into a suitable agreement with the relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to your privacy rights and protection of your personal information.
249. You have the right to obtain a copy of the information we hold about you by writing to the Data Protection Officer at our head offices at Alliance Trust Savings Limited, PO Box 164, 8 West Marketgait, Dundee, DD1 9YP. To the extent permitted by law we may charge a fee of £10 for providing this information.

Anti Money Laundering

250. We have certain responsibilities to verify the identity and permanent address of our clients under UK anti money laundering legislation.
251. If you are resident in the UK we may undertake an electronic anti money laundering check of the personal data you have provided. The check will be undertaken by a reputable referencing agency, which will retain a record of that check. This information may be used by other stockbrokers, financial institutions etc. for fraud prevention purposes. Details of the service we use are available upon request.
252. Where an electronic check of personal data is not appropriate or acceptable you will be asked to provide documents to establish the correctness of your personal details. These will generally be a certified copy of your passport or photocard driving licence and a copy of a recent bank statement or utility bill or other acceptable documents, but other documents may be required by us depending on the circumstances.

253. You agree that we may verify the identity and permanent address of any third party or beneficial owner connected to your account and that if we ask you for information to perform the verification you will provide it to us promptly and it will be accurate.
254. We reserve the right not to make payments to or to receive payments from third parties and not to make payments to or receive payments from bank accounts not in your name or held in a jurisdiction outside of the EU. In any case we only make such payments on an exceptional basis rather than on a regular basis.
255. If you invest in some products such as OEICs or unit trusts, we may be requested by the product provider to forward to them copies of any verification of identity and address documents that we have obtained from you. You agree that we have your permission to forward these documents to such persons if so requested.
256. We may also be required to pass these documents to our bank or another institution where we have a client account with them. You confirm that we have your permission to forward these documents to such persons if so requested.
257. We are subject to legal requirements to make reports if we know, suspect or have grounds to suspect money laundering, terrorist and related activities. We may also have to cease to act without explanation in certain circumstances. We are not normally permitted to inform anyone (including you) of the fact that we have made such a report. We will not be liable to you for any liabilities, losses, costs or expenses suffered by you that arise out of our compliance with these legal requirements.

Anti Bribery And Corruption

258. We have implemented and will maintain a suitable anti bribery and corruption policy which covers all aspects of our business. We will not accept cash from you or on your behalf, whether in payment of our fees or otherwise.

Disclosure Of Information

259. You acknowledge that we may disclose information arising from or in connection with our relationship with you to any court or tribunal, government, regulatory, fiscal or monetary authority or agencies, where reasonably requested to do so or if required by applicable law, regulations or guidelines.

Assignment And Delegation

260. Our Agreement is only enforceable by you and us and no other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of our Agreement. This does not affect the rights and obligations of any permitted assignee or transferee under clause 261 or clause 262.
261. You agree that you will not assign, dispose of or grant security over any of your rights and obligations under our Agreement without our prior written consent. We will not unreasonably withhold such consent.
262. We may assign or transfer any of our rights or obligations under our Agreement to a third party. Before effecting any such assignment or transfer, we will make reasonable efforts to agree a statement of policy with the assignee/transferee as we reasonably consider is sufficient to protect your rights under these Terms and to ensure that

the services are provided by the assignee/transferee to the same standard as we provide them to you. We will give you written notice of any assignment or transfer in accordance with clauses 261 and 262. If you object to such assignment or transferee, you may terminate your relationship with us or any assignee/transferee in accordance with clause 220. No charge shall be made for transferring or materialising any investments or dispatching any certificates or other documents we or any assignee/transferee hold(s) for you if you terminate within 56 days of receiving notice of assignment or transfer under this clause.

263. We may delegate any of our functions under our Agreement but, except as provided in these Terms, we will only do so where we have given you at least 28 days prior written notice. If you object to any such delegation, you may terminate your relationship with us. No charge shall be made for transferring or materialising any investments or dispatching any certificates or other documents we hold for you if you terminate within 56 days of receiving notice of a delegation under this clause. The transmission of an order to another person (such as a broker) for execution in accordance with ordinary market practice or the use of exchanges, clearing and settlement systems shall not constitute a delegation. We may, where reasonable, employ agents to perform any administrative or ancillary services required to enable us to perform our services under our Agreement without prior notification to you. We will act in good faith and with due diligence in the selection, use, monitoring and retention of such agents. We will remain responsible to you for any functions delegated to agents performing administrative or ancillary functions.

Severability Of Terms And Waivers

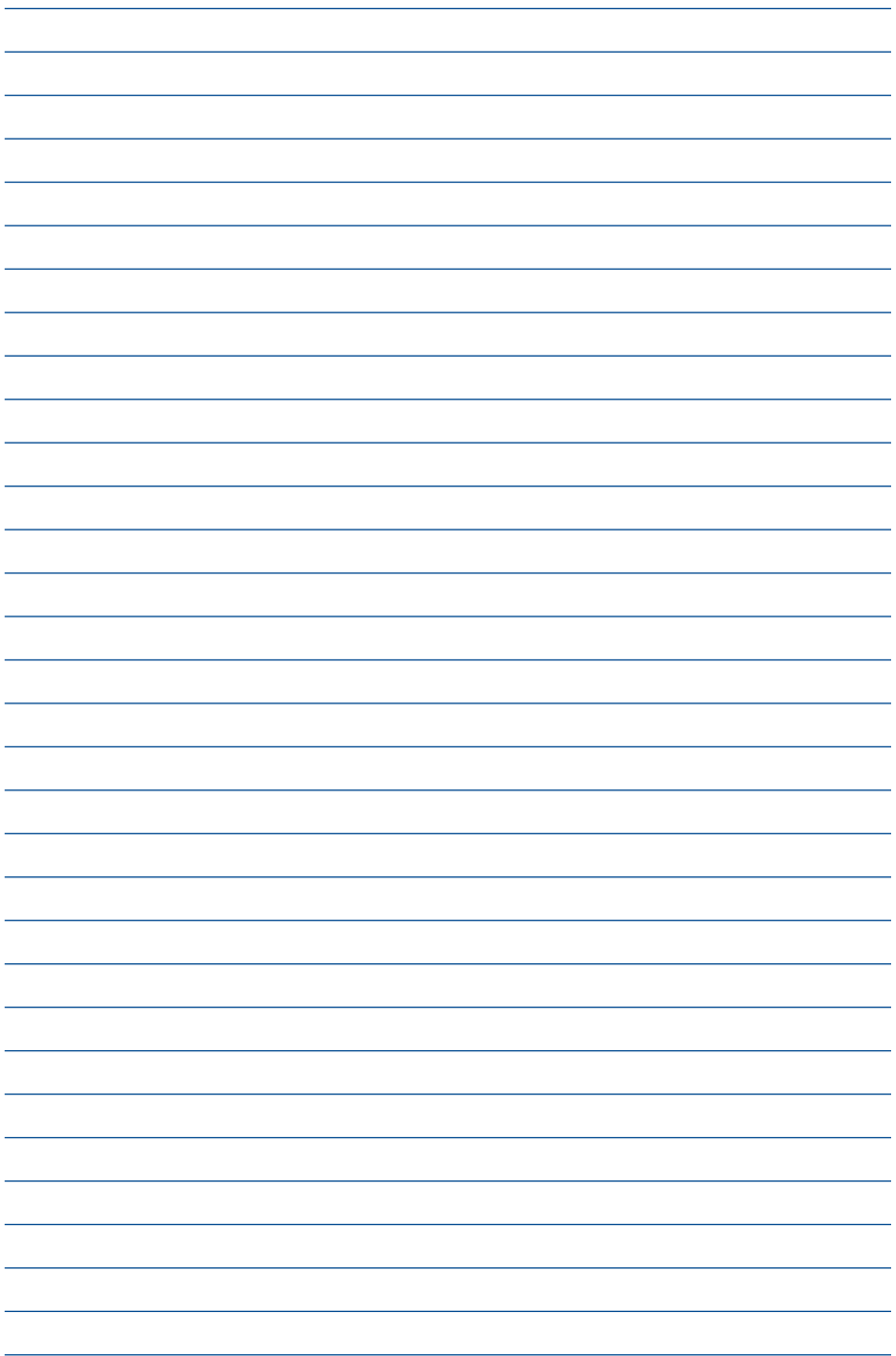
264. We may occasionally allow you extra time to perform your obligations under our Agreement. For example, we may allow you more time to pay what you owe us, or otherwise decide not to strictly enforce our rights under these Terms. If we do this, it will just be a temporary measure and we may still enforce our rights strictly again at a later date.

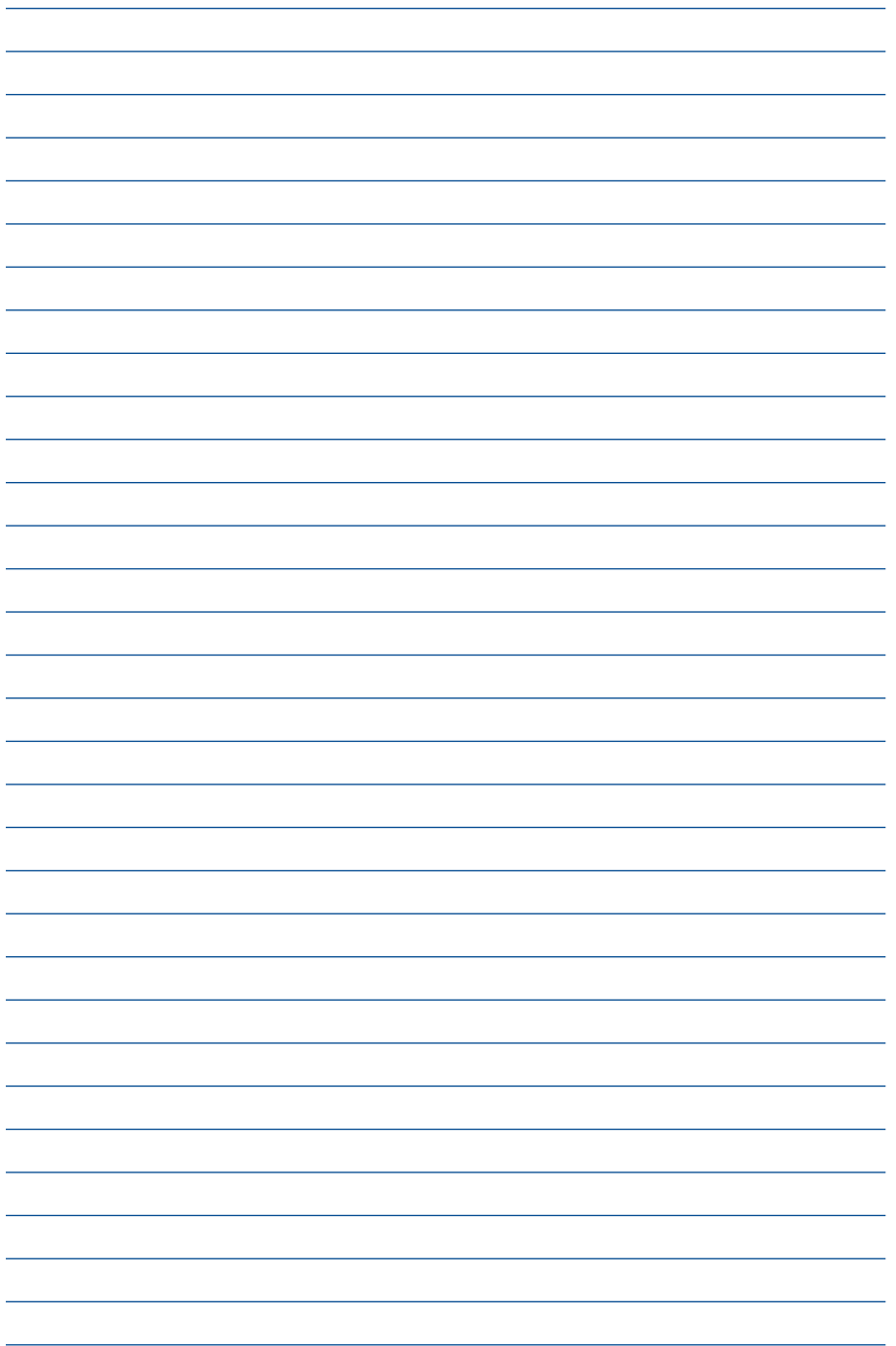
Interpretation

265. In these Terms unless the context requires otherwise:
- (a) headings are inserted for convenience only and will not affect the construction or interpretation of our Terms;
 - (b) words importing the singular include the plural and vice versa;
 - (c) any reference to a statute, statutory instrument, the Rules or other regulation includes all provisions, rules and regulations made under it and will be construed as a reference to such statute, statutory instrument, the Rules or regulation as amended, consolidated, re-enacted or replaced from time to time;
 - (d) a reference to any party shall include that party's personal representative, successor or permitted assigns;
 - (e) in the event of any conflict between these Terms and any document, these Terms (other than any relevant Supplementary Terms) shall prevail;
 - (f) references to Stocktrade include any other successor's names or trading names notified to the Regulator and appearing on the Regulator's register.

Governing Law

266. Our Agreement and any non-contractual obligations arising out of or in connection with our Agreement and our relationship with you before our Agreement comes into effect are governed and construed in accordance with the laws of England and Wales. Each party submits to the non-exclusive jurisdiction of the English Courts.





Stocktrade is a division of Alliance Trust Savings Limited, which is a subsidiary of Alliance Trust PLC and is registered in Scotland No. SC 98767, registered office, PO Box 164, 8 West Marketgait, Dundee DD1 9YP; is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 116115. Alliance Trust Savings gives no financial or investment advice. Calls may be recorded for training and security purposes.