



Retail Clients

Terms of Business

Includes Appendix I-III

Retail Client Terms of Business

Alpha Portfolio Management (referred to in this Agreement as “we” or “us”) is a trading name of R C Brown Investment Management PLC which is Authorised and Regulated by the Financial Conduct Authority (FCA) and entered on the FCA Register under registration number 146002. The FCA’s address is: 25 The North Colonnade, Canary Wharf, London, E14 5HS.

1. Our Services

Details of the service(s) you have asked us to provide and your personal specifications are set out in the accompanying Application Form which, together with this Agreement and the various Schedules and Policies referred to herein, constitutes our agreement with you. These Schedules and Policies may be amended from time to time. By signing the Application Form you will be bound by this Agreement which will constitute a legal and binding contract. If you do not understand any point or have any doubt as to the suitability of the Agreement, please ask for further information or consult your authorised financial adviser before signing the forms.

If at any time in the future your circumstances change in a way which may affect the basis on which your investments should be managed, you should review your situation and instruct us as appropriate.

You may at any time, by giving notice to us in writing:

- (a) change your investment objectives; or
- (b) impose new investment restrictions or change or lift any restrictions which you have previously imposed. Any such change will become effective once we have confirmed receipt of your notice (either explicitly or by acting in accordance with the change) and will not affect any outstanding order or transaction or any rights or obligations which may have already arisen.

Our management service comes under the auspices of the FCA’s Retail Distribution Review (RDR) as your portfolio may include “Retail Investment Products”, a term which includes unit trusts, Open Ended Investment Companies (OEICs) and other collective investment schemes. This term also includes life policies and insurance products which we do not offer or advise upon and for that reason we provide what the FCA refers to as “restricted advice”. This simply means that we will not provide you with a full financial planning service; our investment management service is based on a comprehensive and unbiased analysis of all of the markets relevant to your portfolio including collective investment schemes. If you require any of the advice services which we do not provide you should appoint an authorised financial adviser.

2. Your Status

From the information you have given us we have categorised you as a Retail Client under FCA Rules in relation to the services to be provided by us under this Agreement and we propose to treat you as such. While we will review the information you have provided to us in connection with such categorisation on a regular basis, you are nevertheless required to notify us of any changes to the information that you have provided to us or any other information that may be relevant.

For the avoidance of doubt, only you will be our Client. If you act on behalf of a principal, you must inform us immediately in order to obtain our further agreement to provide services to you under this Agreement on that basis. You agree to provide us with all documentation or information that we may reasonably require in respect of that principal. In any event, that principal will not, unless we agree otherwise in writing, be our “client” under the rules of the FCA and will not have any rights under this Agreement.

Joint Accounts: If you are a joint account Client (including trustees and company directors) then the liabilities of each of you under this

Agreement shall be joint and several (which means that you are all jointly liable but we can also enforce any liability against any one of you in full). If one of you wishes to withdraw money from the portfolio(s) the withdrawal request must be co-signed by all of the persons constituting the Client (or in the case of trusts and corporate bodies in accordance with the signing authorities supplied to us in writing) unless all of you have given us standing written instructions to the contrary.

3. Commencement

This Agreement will come into force and be legally binding once we have received your signed Application Form and we have confirmed that we are in a position to provide the services described in this Agreement (either expressly, or by commencing such services).

If this Agreement is concluded “at a distance” - which means you do not meet with an employee of the firm prior to its conclusion - then you may be eligible to cancel the Agreement within 14 days. You will not, however, be able to cancel any transaction carried out pursuant to the Agreement. You will not be eligible to cancel the Agreement if your portfolio contains investments whose value depends on fluctuations in the financial markets beyond the firm’s control which may occur during the cancellation period, including shares and units in collective investment schemes.

If you wish to cancel the Agreement and are eligible to do so, you should write to the Compliance Officer at the firm’s registered address. If you choose to exercise that right, investments which we hold for you will be registered in your name and transferred to you or to any agent nominated by you. Any cash we hold for you will also be returned after deduction of relevant charges.

On cancellation, we will be entitled to charge and retain a proportionate amount of our periodic management fees, to reflect the period prior to cancellation. We may also charge and retain a fee for re-registering investments in your name. Full details can be found in the Schedule of Fees.

If you do not cancel the Agreement within 14 days you will be bound by its terms.

4. Investments

Designated Investments include shares, units, warrants, certificates representing securities, commodity futures, commodity options, contracts for differences, debentures, futures, government and public securities, options, and rights to or interests in investments (securities or contractually based investments).

5. Services

Discretionary Management Service

We will manage your portfolio with a view to achieving the investment objectives set out in your Application Form, subject to any limits or restrictions which you have specified.

We shall have sole, absolute and unlimited discretion on your behalf to manage, buy, sell, retain, convert, exchange or otherwise deal in Designated Investments, cash and other assets, to make deposits, subscribe to issues and offers for sale and accept placing of any investments, execute transactions, effect transactions on any markets, negotiate and execute counterparty and account opening documentation, take all routine or day to day decisions, and otherwise

act as we judge appropriate in relation to the management of your portfolio(s), but always subject to the obligations placed on us under FCA Rules regarding suitability and best execution and the requirement for us to act with reasonable skill and care and in good faith.

We may commit you to underwrite any issue or offer for sale of securities of whatever nature as we deem to be appropriate without restriction on the category of securities which may be so underwritten and without financial limitation as to the extent of such underwriting.

A client that has signed up for a discretionary service may seek advice and instruct us to affect a transaction on their portfolio. We will deem this as being carried out on an advisory basis. We will not buy or sell any investments that have been transacted on an advisory basis without first obtaining your instructions to do so.

Advisory Service

We will advise you on an on-going basis with regard to both the structure of your overall portfolio and your individual investments, taking into account your investment objectives and risk profile as indicated on your Client Application Form, and subject to any special instructions or restrictions.

We will make recommendations to you, where appropriate, however will only act on your instructions.

6. Dealing

A copy of our Best Execution Policy can be found on our website www.alpha-pm.co.uk/policy. Agreement to these Terms and Conditions constitutes your consent to that policy which may be amended from time to time.

In effecting any transaction for you hereunder we shall at all times comply with our Best Execution Policy and in particular, we will act in your best interests and comply with any applicable obligations regarding best execution under FCA Rules. You should note that where you give us specific instructions in relation to the execution of orders, this may prevent us from following our Best Execution Policy in relation to such orders in respect of the elements of execution covered by the instructions.

We may aggregate transactions for your portfolio(s) with those of other customers and of our employees and of associates and their employees and will allocate such transactions on a fair and reasonable basis in accordance with the requirements of the FCA Rules. You acknowledge that each individual aggregated transaction may operate to your advantage, but also to your disadvantage, although not materially so.

You instruct us not to make public any Client Limit Orders in respect of shares admitted to trading on a regulated market or traded on a multilateral trading facility which are not immediately executed under prevailing market conditions.

We may (subject to our Best Execution Policy) deal on such markets or exchanges and with such counterparties as we see fit. All transactions will be effected in accordance with the rules and regulations of the relevant market or exchange, and we may take such steps as may be required or permitted by such rules and regulations and/or by appropriate market practice.

We may coordinate settlement of transactions (whether or not combined with other transactions) for your portfolio(s) with counterparties on whatever terms are usual for the market or transaction concerned.

We may do this notwithstanding that if a counterparty defaults, compensation arrangements (if any) may not be as favourable as those in other markets or for other sizes of transaction. We are authorised for the purposes of such transactions to give such warranties or undertakings on your behalf and surrender such liens or other rights as may be necessary or usual practice.

We act in good faith and with reasonable skill and care in our choice and use of counterparties. In the event, however, that any counterparty fails to deliver documents or pay amounts due on the due date or within a reasonable time, on receiving a request from you, we shall pursue on your behalf appropriate legal remedies to recover the documents or

amount due or compensation in their place. All reasonable costs and expenses properly incurred by us in this connection shall be paid by you.

In the event that you instruct us to reverse a transaction, we shall do so at the best available price at the time. However, we shall not be responsible for any loss or expense to your portfolio(s) as a result of your instructions to reverse a transaction.

7. Custody of your Investments

Unless we have been instructed to the contrary investments in registered form which are purchased through us shall be registered or otherwise recorded in the name of our nominee (RCBIM Nominees Limited, a non profit-making, non-trading wholly owned subsidiary of R.C. Brown Investment Management PLC) or, in the case of overseas investments or collective investment schemes, in the name of a custodian or nominee permitted by the Rules of the FCA. Where an investment is not required to be registered, documents evidencing title to the investment will be held by us or a third party custodian. Title to all investments held under an Individual Savings Account will always be registered in the name of RCBIM Nominees Limited.

Your investments registered or recorded in the name of our nominee will be pooled with those of our other Clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents, or entries on the register. In the event that it is not feasible to register or record your assets in a name other than that of RCBIM Nominees or a third party custodian by virtue of national law, it is possible that the applicable national law would not separately identify your assets from the proprietary designated investments of the third party or us. In the event of a shortfall which cannot be reconciled after any default you may not receive your full entitlement but may share in that shortfall in proportion to your original share of the assets in the pool. You may be covered for this loss under the Financial Services Compensation Scheme, further details of which are provided in section 25 of this Agreement.

In overseas jurisdictions your investments may not be segregated from investments belonging to us and/or the eligible custodian and in the event of the default or insolvency of a third party, you may not recover all of your assets. Also overseas investments may be subject to different settlement, legal and regulatory requirements than those which apply within the UK. Your assets will therefore only be held with custodians in overseas jurisdictions where the nature of the investment in question makes it necessary.

We are responsible for the acts of our nominee to the same extent as for our own acts. We do not, however, accept responsibility for the acts or omissions of any custodians unless losses arise directly from our own fraud, willful default or negligence. We will not be responsible for third party custodians where it has exercised due skill, care and diligence in the selection, appointment and periodic review of their arrangements.

No document evidencing legal title to any of your investments will be lent to a third party. Investments will not be used as security for any loan and you will not be allowed to charge your investments by way of a legal or equitable mortgage without our prior written consent (which will not be provided in the case of investments held under an Individual Savings Account).

Statement of the assets which we hold on your behalf will be sent to you at least every twelve months. If there is no movement on your portfolio for a period of 12 years (excluding any payment or receipt of charges, interest or similar items) and we are unable to contact you, we may cease to treat your assets as client assets and pay them to a registered charity of our choice. We will always endeavour to contact you before doing this.

We will, however, make and retain a record of the value of each asset at the time and we undertake to reimburse a sum equal to the value of the safe custody asset at the time it was paid away in the event of a client seeking to claim the safe custody asset in the future.

8. Your Money

We are obliged to treat money held by us on your behalf in accordance with the Client Money Rules of the FCA. Among other things, these require us to hold your money segregated from our money and at an approved bank for the purpose. Your money will be held as client money in a client account or accounts, maintained in accordance with the rules of the FCA, with such authorised institutions in the UK as we may determine from time to time, and will be paid into the account or accounts as soon as possible, and in any event no later than the next business day after receipt.

Part of the total of all clients' money may be placed on fixed term deposit with a range of financial institutions in the UK. We will not be responsible for third party financial institutions where it has exercised due skill, care and diligence in the selection, appointment and periodic review of their arrangements. However we will maintain written notice from any financial institution with which we place your money that all money standing to the credit of the account is held by the firm as trustee (or if relevant, as agent) and that the bank is not entitled to combine the account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to it on any other account of the firm; and the title of the account sufficiently distinguishes it from any account containing money that belongs to the firm. This acknowledgement of trust will ringfence your money in the event of the insolvency of the bank, in which circumstance you may also be covered by the Financial Services Compensation Scheme, further details of which are provided in section 25 of this Agreement.

Money held by us on your behalf may be passed to an intermediate broker, settlement agent or counterparty located outside the UK for the purpose of settling transactions. In these circumstances, the legal and regulatory regime applying to that person may be different from that of the UK. In the event of the insolvency of that person (or any similar circumstances arising), your money may be treated differently from the manner in which it would be treated if your money had passed to an intermediate broker, settlement agent or counterparty within the UK. Your money will therefore only be passed to such parties for settlement where the nature of the investment in question makes it necessary.

Interest will be allocated pro-rata to each client account and paid in full at the end of every calendar quarter according to the balance at the end of the quarter. Fractions of pennies will not be paid. The way in which we pay interest on client accounts may alter from time to time. We will give you not less than one month's written notice of any alteration.

While we would normally only expect to make payments from your Alpha account to your own bank account, we appreciate that there may be exceptional circumstances in which you wish to make payments to third parties. However, anti-money laundering regulations require that we maintain a full audit trail for any such payments. Therefore, please note that we will require written instructions for any third party payment, detailing to whom the payment is to be made and why. Please also note that we reserve the right not to make such payments and/or request further supporting documentation before the payment is made.

If there is no movement on your account for a period of six years (excluding any payment or receipt of charges, interest or similar items) and we are unable to contact you, we may cease to treat your money as client money and pay it to a registered charity of our choice. We will always endeavour to contact you before doing this. We will, however, make and retain a record of the balance on your account before we stop treating it as client money and we undertake to reimburse the amount of such balance if you submit a valid claim.

9. Dividends and Corporate Actions

Where custody of investments is under our control we will account to you for all dividends, interest payments and other rights accruing to you. If any entitlement to shares, dividends etc. arises on investments which are pooled as described above, you will be entitled to your proportionate share rounded down to the nearest whole figure -we may retain any fractional entitlement which arises. We will not be liable if any company fails to notify us of a corporate action.

As **Discretionary Managers** we will not seek your instructions on exercising rights in relation to your holdings; we will make decisions on

your behalf as part of that service. Likewise we will not obtain your instructions before:

- (a) exercising conversion and subscription rights regarding your holdings;
- (b) proceeding in takeover situations, other offers or capital reorganisations concerning your holdings;
- (c) exercising any voting rights attached to your holdings.

As **Advisory Managers**, in the event of a rights issue, conversion, takeover, capital reorganisation or other corporate action, we will endeavour to contact you, where appropriate. In the absence of instructions from you, we will take no action.

10. Reports and Valuations

A valuation indicating the initial value and composition of your portfolio will be sent to you shortly after the inception of our service. Further valuations will normally be provided every six months as at 31st March and 30th September, within 25 business days and at no extra charge. These will be accompanied by a periodic statement detailing the transactions, income, charges and corporate actions that have taken place during the reporting period. You have the right to request these reports every three months if you prefer.

Valuations will include a measure of how the portfolio has performed using an appropriate method of evaluation and comparison. We will advise you of the relevant benchmark within your initial confirmation letter, together with investment mandate and our assessment of its risk.

Annual Tax reporting packs will be provided free of charge for tax and accountancy purposes, where appropriate.

Investments will be valued at the middle market price of any securities (including, but not limited to, bonds and equities) included in the portfolio(s) together with any cash balances. Where stocks are illiquid or no price is quoted, investments will be valued at such price as we consider to be reasonable in the circumstances.

We do not give any warranty as to the performance of your portfolio or any part of it, and we do not offer to provide any separate reports in relation to losses over any predetermined threshold.

Additional reporting not covered by the above provisions will be available on request and upon payment of such charges as we consider appropriate to reflect our reasonable operating and administrative costs.

All valuations, including online valuations, are provided in good faith and are believed to be a true and accurate reflection as to the current value of your portfolio. However, whilst every effort is taken to ensure accuracy, as valuation data is provided by a third party, we cannot be held responsible for inaccuracies.

11. Death of a Client

On notification of your death to us we shall suspend all services in relation to your account until we receive the grant of representation in respect of your estate but, if we hold any of your assets in connection with services provided to you, we will continue to provide custodial services. This Agreement will continue in force until terminated by your personal representatives or by us on giving notice to your personal representatives.

Notification of your death to us will not affect any outstanding order or transaction or accrued charges under this Agreement or any legal rights or obligations which may already have arisen. Charges (other than management fees) will also continue to apply in accordance with the Schedule of Fees.

Once we have received the grant of representation in respect of your estate, we shall carry out your personal representatives' instructions subject to any re-registration of assets in connection with this Agreement. If we do not receive instructions from your personal representatives within 28 days after we have received the grant of representation, we may re-register such assets in the name of your personal representatives. Before we receive the grant of representation, or if there is no statutory requirement to obtain one, we may, in our absolute discretion, act in accordance with your personal

representatives' instructions subject to such persons entering into an appropriate agreement with us.

In the case of a sole trustee, we may enter into a new agreement with and provide services to a new trustee, if one is appointed, subject to any specific instructions in this regard and us receiving any information that we may reasonably require.

12. Communications

You may give us instructions in person or in writing (by letter, email, or fax). Your instructions will be deemed to have been received by us when we have read your letter, email or fax. The dispatch of an instruction to us by post or electronic means does not guarantee its timely receipt. If you wish to confirm that we have received your instructions, please telephone us. We may rely and act on any communication which purports to have been given (and which we reasonably believe has been given) by you or any person authorised by you but we will not be obliged to do so.

Our correspondence address is 1 The Square, Temple Quay, Bristol BS1 6DG, Telephone 0117 203 3460, if you do not have a named contact please write to the Compliance Director.

Unless instructed otherwise, we shall assume that we may communicate with you by email. Documents sent by email will not be encrypted. If you have a requirement for a greater level of security in electronic communications, please notify us of this and we will endeavour to implement a mutually acceptable email protocol, incorporating encryption standards. We use an industry standard firewall containing virus protection but cannot guarantee that all communications will be secure or free from infection. Emails and any attachments will be scanned for viruses prior to leaving our network. Internet communications are not secure and we cannot guarantee the security or accuracy of any emails we send.

We will not be responsible for any damages arising from any alteration of emails by a third party as a result of any virus being passed on.

We will communicate with you in English. We may record all telephone conversations we have with you or your agents, although we will not be obliged to do so. We may use such recordings in the event of any dispute between us.

13. Unsolicited Communications

In the interests of the proper management and administration of your portfolio(s) and in order to bring new products or services to your attention, we or our representatives or employees, may wish to call upon or communicate with you by telephone, email, personal visit or otherwise communicate with you without express invitation. We will comply with any restrictions which you wish to impose as long as you advise us of these in writing. You are advised that telephone calls may be recorded.

14. Charges

We shall be entitled to remuneration and expenses for the provision of services under this Agreement, as described in the Schedule of Fees accompanying this Agreement or as otherwise agreed with you, and to the reimbursement of any costs properly incurred under this Agreement including transfer and registration fees, taxes, stamp duties and other fiscal liabilities.

Where fees are charged as a percentage of funds under management, investments will be valued at the middle market price of any quoted securities (including, but not limited to, bonds and equities) included in the portfolio(s) together with any cash balances, collective investment schemes will be valued using bid prices. Where stocks are illiquid or no price is quoted, investments will be valued at such price as we consider to be reasonable in the circumstances.

Any charges and remuneration due to us (or to agents used by us) plus any applicable VAT and other statutory charges will be deducted from the funds held by us on your behalf. We may alter our charges at any time by giving not less than one month's written notice of the alteration and the reason for it.

You agree that any local duties, and third party charges or expenses, will be reimbursed by you, and you should be aware that other taxes and costs may exist that are not paid through us or imposed by us.

If we agree at your request or we are obliged to carry out activities outside the ordinary scope of our services, which would incur additional administrative expenses or legal or other professional costs (for example because of a dispute over ownership of or rights to assets in your account or a dispute between joint account clients) you agree that you will reimburse us in respect of such expenses or costs.

If you wish us to provide additional services to those specified in this Agreement or if you ask us to provide you with additional documentation and we agree to do so, we reserve the right to make a reasonable additional charge for such services.

We will advise you of any such charge, or the basis on which it will be calculated, and seek your agreement before we provide the additional service. No charge is made for terminating this Agreement although we reserve the right to recover reasonable expenses involved in liquidating your portfolio or transferring stock out of our nominee account. If any arrangement made in connection with the services provided under this Agreement involve the payment or receipt by us of any fee, commission or non-monetary benefit to or from any person other than yourself, we will ensure that these payments are disclosed to you.

15. Tax Matters

The tax treatment of any transactions carried out on your behalf will depend upon your individual circumstances and may be subject to change in the future. We are not tax advisers and you are responsible for ensuring that, if necessary, you take independent advice on your personal tax position. We shall not be responsible for any liability to tax, or other tax consequences which may arise as a result of any transactions undertaken on your behalf whether arising from our negligence or otherwise (except in the case of fraud). We may provide or record details of the acquisition costs of investments for the purposes of calculating your capital gains. Such information should not be considered tax advice. While we will endeavour to provide or record accurate information on such acquisition costs and potential capital gains, we are not tax experts and cannot guarantee such information as accurate and complete for the purposes of calculating your liability to capital gains tax.

Where appropriate we will aim to utilise your annual Capital Gains Tax allowance, unless otherwise agreed.

Where you provide or someone on your behalf provides us with details of the acquisition costs of investments which we may use when assessing the suitability of your portfolio or our decision to trade for you, we will be entitled, in accordance with the Rules of the FCA, to rely on the accuracy of this information unless we are aware that such information is inaccurate or incomplete. Please ensure that you or the person acting on your behalf has carefully verified the details provided to us of any such acquisition costs, having consulted your personal tax adviser if necessary.

If we acquire US securities on your behalf, the US tax authorities will require you to complete certain US tax forms. It is vital that you do this in a timely manner. It is your responsibility to ensure that you have filled out the appropriate forms. We will not be responsible for any adverse consequences that arise for you or for your tax position if you fail to complete the forms when requested to do so.

We will send you the appropriate forms whenever a US security is first purchased or acquired on your behalf and whenever an existing form is about to expire. It is your responsibility to inform us of any subsequent relevant changes to your personal circumstances that may require you to fill out a new form in the future.

You will have a period of one month to complete the appropriate forms. If we do not receive the duly completed forms by the end of the month-long period, we will send you a reminder asking you to complete the forms within the following month. If we do not receive the duly completed forms by the end of the second month-long period, we shall immediately sell all US securities that we are holding on your behalf and deduct our reasonable costs for doing so.

There may be a shortfall if the US securities in which you were invested are worth less when we sell them than when we bought them on your behalf. We will not be liable for any such shortfall. We will also not be liable for any tax consequences arising from the sale.

16. Conflicts of Interest

We may effect transactions in which we or an associate or another client of ours has, directly or indirectly, a material interest or a relationship of any description with another party which involves or may involve a potential conflict with our duties to you. In this situation we will ensure that such transactions are effected on terms that are not materially less favourable to you than if the conflict or the potential conflict had not existed.

Neither we nor any of our associates shall be liable to account to you for any profit, commission, or remuneration made or received from or by reason of such transactions or any connected transactions nor will our fees, unless otherwise provided, be abated.

Examples of the type of actual or potential conflicts of interest which affect our business, and how these are managed, are provided in our Conflicts of Interest policy, a summary of which is in the Appendix to these Terms of Business. A copy of the full policy is available on request.

17. Money Laundering

Our dealings with you will be covered by the various legal requirements relating to money laundering (collectively the Money Laundering Requirements). Where we are required to verify your identity in accordance with the Money Laundering Requirements, we reserve the right not to undertake any transaction or accept any cash or investments into your account until such verification has been obtained.

18. Liability

We will only be liable for loss caused by our (or our nominee's) negligence, fraud, breach of this Agreement or willful default. We shall not be liable to you in respect of any losses suffered by or arising from any depreciation in the value of your portfolio(s) or the income derived from it (including, without limitation, where such depreciation derives from capital loss or taxation liability) or for the acts or omissions of any third party whether or not such third party is acting as our agent. We shall not be liable for loss caused by your failure to provide in a timely fashion the required anti-money laundering information or any information required for us to provide our services, or for acting on the instructions of persons who we reasonably believed to be authorised to provide such information.

Nothing in this Agreement shall exclude any liability to you arising under the regulatory system (including, under Financial Services and Markets Act 2000 and any regulations made under it, or the FCA Rules).

Nothing in this Agreement will reduce your statutory rights. More information about your statutory rights can be obtained from your local authority Trading Standards Office or Citizens Advice Bureau.

We shall not be liable or have any responsibility to you for any loss or damage incurred or suffered by you if the performance of our obligations is interrupted, delayed or prevented by circumstances, acts or events beyond our control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of telecommunications or computer services or systems.

Should you breach any of the terms of this Agreement, you will be liable to pay for all losses, expenses, costs and liabilities that we incur as a result, or which a reasonable person would consider to be the probable result, of such breach(es) except to the extent that such loss arises as a result of our negligence, fraud or willful default.

19. Warranties and Undertakings by You

You warrant that you have the requisite authority to enter into this Agreement and that any information which you have provided to us is complete and correct. You agree that you will notify us promptly if there is any material change to such information. You will provide such other information to us as we may reasonably request from time to time in

order to enable us to comply with our regulatory and contractual duties or such further information as may be required by any competent authority, in each case promptly following such request. You acknowledge that a failure to provide information may adversely affect our ability to assess the suitability of any investment services we provide under this Agreement and the quality of those services.

At all times we shall manage and deal with, and shall be entitled to manage and deal with, the assets and cash for the time being comprised in your portfolio(s) on the basis that you are the legal and beneficial owner of all such assets and cash with full title guarantee free from all liens, charges, options, encumbrances and third party rights whatsoever other than those disclosed to us and we shall not be required to have regard to any matter arising between you and any third party whatsoever. You undertake not to deal in the assets comprised in your portfolio(s) except through us.

20. Rights of Lien & Set Off, Power to sell Investments and make Purchases

Please note that all investments and cash at any time held by us or our nominee for your account shall be a continuing security for payment of all sums which may be due or which may become due to us from you, including amounts required to settle any transaction and costs incurred by us in enforcing this security. If such sums are not paid when they become due we shall have, at any time thereafter, and without any requirement to notify you:

- (a) the power to apply any cash held by us for your account in or towards discharging any sums due from you to us but unpaid (and for such purposes to break any deposit in which said cash is held);
- (b) the power to sell all or any such investments and apply any proceeds of sale in or towards discharging first the costs of such sale and secondly any sums due from you to us but not paid;
- (c) the right to debit such sums and any necessary charges to any of your accounts or sub-accounts held in our books including accounts which are held in currencies other than the currency of the sum outstanding.

21. Risk Warnings

Unless you specify otherwise, your portfolio(s) will include investments where both the capital value and the income generated may fall as well as rise, and you may not get back the full amount invested. In certain cases, there may be a risk that you will lose the entire investment amount. Further details are provided in the Appendix II to this Agreement.

22. Alterations

We reserve the right to amend this Agreement for the following reasons at any time, subject (wherever practicable) to a reasonable period of written notice:

- (a) by agreement with you;
- (b) to reflect the introduction or development of new systems, methods of operation, services or facilities designed to maintain or improve the quality of our services to you;
- (c) to reflect a change or expected change in market conditions, general market practice, or the cost of providing our services to our clients including providing adequate consumer protection;
- (d) to reflect a change or an expected change in the law or taxation, or codes of practice or recommendations of the Financial Conduct Authority or other regulatory body;
- (e) to ensure that our business is run prudently and remains competitive;
- (f) to take account of a ruling by a court, ombudsman, regulator or similar body;
- (g) to make the Agreement fairer or clearer for you;
- (h) to rectify any mistake that might be discovered in due course.

We may also amend this Agreement for any other reason by giving you a reasonable period of written notice of the change. If you do not agree with any change notified to you in this way, you may terminate the

Agreement without penalty. Any other changes to the Agreement will become effective only once they have been agreed by us in writing. We may transfer our rights under this Agreement to any Associate and arrange on your behalf for it to assume our obligations to you provided the Associate is regulated by the FCA and is bound by its rules in the conduct of its investment business. We will advise you if this happens and provide you with details of the Associate. You agree that we will be released from our obligations to you once this has been done, and that the terms of this Agreement will apply to the provision of services by the Associate as if it were a party thereto.

You may not assign or transfer the benefit of this Agreement and/or the investments contained in your portfolio(s) without our prior written consent.

23. Confidentiality

Neither party to this Agreement shall, without the prior written consent of the other, use or disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party except to the extent that such use or disclosure is required by law or any regulatory authority or to enable the disclosing party to properly perform its obligations under the Agreement.

24. Data Protection Act

RCBIM will act as data controller (and in certain circumstances, data processor) within the meaning of the Data Protection Act 1998. You hereby consent to the processing and use by us and our nominees of personal data (as defined in the Data Protection Act) given by you under this Agreement for the provision of services to you, which may include the transfer of such data out of the European Economic Area (as defined in the Data Protection Act). Such data may also be used by us to update customer records and to inform you of other products and services, unless you have requested otherwise. You undertake to supply personal data to us in accordance with the provisions of the Data Protection Act.

25. Complaints and Compensation

We have internal procedures for handling complaints fairly and promptly. Any complaint should be submitted to us in writing for the attention of the Compliance Director at the firm's registered address. We will aim to send you a written acknowledgement of your complaint within 5 days of receipt enclosing details of our complaints procedures. A copy of our complaint handling procedure is available on request.

In certain circumstances, and subject to specific time frames, if you are unhappy with our final response, or eight weeks have passed since we received the complaint, you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel. 0845 080 1800. Web: www.financial-ombudsman.org.uk. RCBIM is a participant in the Financial Services Compensation Scheme, from whom you may be able to claim compensation in the event that we are unable to meet our liabilities. The maximum claim is currently £50,000 and is dependent on your qualifying as an eligible investor under the Rules of the FCA. Further information can be obtained at www.fscs.org.uk or on request from us.

26. Termination

There is no minimum term applicable to this Agreement. The Agreement may be terminated immediately by you at any time on receipt by us of notice in writing to that effect, and by us on giving you one month's notice in writing to that effect. This notice period may be reduced to 3 days in the event of your insolvency or bankruptcy or a material breach of the Agreement. Without notice, we may terminate this Agreement and close any account that has remained inactive or dormant for a period of more than twelve months and where we do not hold money or investments on your behalf. No penalty will become due from either you or us in respect of the termination of this Agreement; however, we may require you to pay reasonable charges for transferring or liquidating any investments held for you. Transfers and/or liquidations will therefore be carried out at such convenient intervals as will minimise the charges involved without causing any unreasonable delay.

If this Agreement is terminated it will not affect any outstanding order, transaction or accrued charges or any legal rights or obligations which

may already have arisen. Transactions in progress at the time of termination will be completed in accordance with our normal practice.

No additional payment will be required in respect of any termination except for:

- (a) a proportion of the fee corresponding to that part of the period which has expired when the Agreement has terminated;
- (b) any additional expenses which we necessarily incur in terminating the Agreement; and
- (c) any losses necessarily realised in settling or concluding outstanding obligations. Following termination of this Agreement, we may still continue to receive dividends and other income relating to your investments. Such sums will be held on your behalf and remitted to you approximately three months after the date of termination. This is intended to enable us to send you these sums in one payment.

27. Governing Law

This Agreement shall be governed and shall be construed in accordance with English law and both parties hereby submit to the exclusive jurisdiction of the English courts in connection with any disputes or claims which may arise.

28. General

If any provision of this Agreement becomes invalid or unenforceable the remaining provisions will not be affected. This Agreement and its component documents comprise the entire Agreement between you and us and supersede any previous Agreements and/or discussions.

No third party will have the right to enforce the provisions of this Agreement.

Appendix I - Stocks and Shares NISA - Terms and Conditions

RCBIM will arrange and manage on behalf of the individual (“you”, “your”) who has completed an Individual Savings Account (“NISA”) Application Form and/or Transfer Form on the Terms and Conditions set out below and which includes your Application Form or telephone declaration. These NISAs consist of investments which qualify as NISA investments under the Individual Savings Account Regulations 1998 (referred to as “the Regulations”) and the Financial Conduct Authority (“FCA”) Rules (referred to as “the Rules”) as altered, amended, added to or cancelled from time to time by the relevant authorities.

i) Your NISA is managed by R.C. Brown Investment Management PLC, 1 The Square, Temple Quay, Bristol BS1 6DG. They are authorised and regulated by the Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS.

ii) You wish to subscribe to an NISA under which we, subject to these Terms and Conditions, shall provide discretionary investment management services or advisory services, in accordance with our Agreement. Our appointment under these Terms and Conditions will commence when we receive your properly completed and signed application and/or transfer form, together with the amount being invested or transferred to us.

iii) Subscriptions to your NISA will be invested in the manner chosen by you on your application/transfer form. You may only select one Stocks and Shares NISA per tax year. Whether you subscribe to a Stocks and Shares NISA alone, or to both a Cash NISA and a Stocks and Shares NISA in the same tax year, you must not exceed the overall annual subscription limits as prescribed by HM Revenue & Customs (HMRC).

iv) All investments within your NISA shall be beneficially owned by you and will not be used as security for a loan. Such investments may be managed in common with investments of other NISAs managed by us. Furthermore, we may consolidate the NISA with other NISAs which we manage for you. We may invest in any instruments permitted by the regulations which may be altered from time to time.

v) The value of your NISA account is available by telephoning us on 0117 203 3460 or you may view your valuation online at www.alpha-pm.co.uk

vi) This agreement is supplied in, and we will communicate with you in, the English language.

vii) All our letters and other correspondence will be sent to you at the address you have provided to us.

viii) All instructions or correspondence regarding your NISA should be sent in writing to, 1 The Square, Temple Quay, Bristol BS1 6DG. Please include our NISA reference, if you have one, or National Insurance number in all letters or other correspondence. All instructions must be signed by you or, in the event of your death, by your personal representative(s). We reserve the right to refuse to accept instructions if they are contrary to the terms of this agreement or if we would be in breach of the Rules by implementing them.

ix) Where we act on any instruction which we believe to have been validly given by you, you will be bound by the instruction and liable for any expenses incurred on your behalf. Where you have received an instruction from us, you are entitled to believe to have been validly given by or on behalf of us even though this may not in fact be the case, for example, as a result of fraud.

x) Any cash balances will be held in our name or such nominee as we may from time to time select. We shall not accept liability for default by any bank or building society which holds cash and which forms part of your NISA.

xi) We will arrange for distributions of income from the fund(s) included in your NISA to be paid to you on the distribution payment dates or reinvested on your behalf for the purchase of further shares depending on your election on your application or transfer form.

xii) We will arrange, if you so request, for you to receive a copy of the annual reports and accounts issued by every company or other concern in respect of shares, securities or units which are held directly in your NISA

and except for cash deposits we have an obligation to arrange, if you so elect, for you to be able:

- a) To attend shareholders’, securities holders’ or unit holders’ meetings;
- b) To vote;
- c) To receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders.

We will reserve the right to make a £50 charge per company request or event.

xiii) We may employ agents in connection with the services we are to provide and may delegate all or any of our powers or duties to any delegate or delegates of our choice. We will ensure that any person to whom duties under this agreement are delegated is competent to carry out those duties as far as practicable. We will not be liable for the negligence or misconduct of any such agent or delegates except where we have been negligent in our choice of such agent or delegate provided that this clause shall not exclude or restrict any liability towards you to which we may be subject under the Regulations, the Rules or the Financial Services and Markets Act 2000.

xiv) We may not commit you to supplement the NISA either by borrowing on your behalf or by committing you to pay further sums of money into the NISA.

xv) We will manage your NISA in accordance with the Rules and Regulations. Your investments (including cash balances) will be held for your beneficial ownership by us or such nominee as we may from time to time select. Legal title to your investments will be registered in our name or in the name of our nominee. No certificates are issued in respect of shareholdings in the investments included in your NISA but any documents evidencing title to an NISA’s investment will be held by us or as we may direct. Your NISA’s investments will be, and will remain, in your beneficial ownership and will not be lent to third parties or used as security for a loan.

xvi) Shares or certificates or other documents of title to investments held within your NISA may not be lent to a third party and neither you nor we may borrow money against the security of those investments.

xvii) On receipt of your application, we shall send an NISA Certificate advising you of the date and value of your subscription.

xviii) You may withdraw money from your NISA at any time by writing to us at 1 The Square, Temple Quay, Bristol BS1 6DG. If it is necessary to redeem the investments in your NISA we will do so at the ruling price and make a BACS payment or issue a cheque for the proceeds within 30 days of receipt of your instructions.

xix) We can make a full or partial transfer of your NISA to another NISA manager. If you wish to transfer an existing NISA to another manager you should instruct them to arrange the transfer for you. On receipt of their instructions we will transfer your NISA or part of your NISA to them within 30 days. We can transfer your NISA in cash or in specie. We reserve the right to recover reasonable expenses incurred in the transfer.

xx) We can accept a full or partial transfer of an NISA from another NISA manager. If you wish to transfer an existing NISA to us you should instruct us to contact your former NISA Manager to make the transfer and complete an NISA transfer form. We can receive transfers of NISAs in cash or in specie.

xxi) We may amend these Terms and Conditions by written notice to you in order to comply with changes in the Regulations or to satisfy any other legal or regulatory requirements, or if there is any change in

circumstances which in our opinion makes it impossible or impracticable to carry out any part of this agreement. This includes, without limitation, changes to the dates on which fees and charges are calculated and deducted.

xxii) There is no minimum term applicable to this Agreement. The Agreement may be terminated immediately by you at any time on receipt by us of notice in writing to that effect, and by us on giving you one month's notice in writing to that effect. This notice period may be reduced to 3 days in the event of your insolvency or bankruptcy or a material breach of the Agreement.

xxiii) No additional payment shall be required to be made to us in respect of termination, save that we shall receive:

- a) all sums, owing or accrued, due to us under these Terms and Conditions.
- b) any additional expenses which we necessarily incur in terminating your NISA including any expenses which are incurred due to the sale or transfer of investments on your behalf.
- c) any losses recently incurred in settling or concluding outstanding obligations; and we may also retain any amount, if any, representing tax which is or may become payable in respect of your NISA.

xxiv) In the event of your death, this agreement will terminate automatically, as if notice had been served as above and your NISA will therefore be terminated immediately upon receipt of written notification of death. Termination will not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment save that your estate will pay any losses necessarily incurred in settling or concluding outstanding obligations.

xxv) Your NISA ceases to be exempt from tax with effect from the date of your death. Your NISA investments will be transferred, outside the NISA, to the order of your personal representative(s) pending receipt of their further instructions, subject to deduction of any amounts due to us under this agreement. Notwithstanding the termination of the NISA status, our rights and powers under these Terms and Conditions shall continue and shall bind your personal representative(s).

xxvi) You authorise us to apply to HMRC on your behalf, to make any necessary claims, conduct appeals and agree on behalf of your liabilities for and relief from tax in respect of the NISA. Claims in respect of tax shall be made by us in accordance with the Regulations and otherwise at such times and in such a manner as we consider to be appropriate.

xxvii) We will not reclaim tax on foreign dividends paid into NISAs.

xxviii) We may, without your permission, use any cash or sell part of your investment to pay any fees due to us or pay any tax which we believe we have to repay to HMRC on your behalf.

xxix) You will be liable for any proceedings, actions, claims, demands or expenses (including any amount representing tax credits which has been credited to your NISA and for which we have not been reimbursed in accordance with this Agreement) or other liability in relation to your NISA unless it is due to our negligence.

xxx) You must notify us if you cease to be a UK resident for tax purposes. No further subscriptions to the NISA can be made unless and until the residence conditions are satisfied again.

We will monitor the effectiveness of its execution policy and arrangements to identify and, where necessary, correct any deficiencies. We will assess on a regular basis whether the third parties included in our order execution policy continue to provide the best possible results or whether we need to make changes to our chosen arrangements. These reviews will take place annually or whenever a change occurs which materially affects our ability to meet our obligations to you.

xxxi) We will notify you if your NISA has, or will become, no longer exempt from tax and has been or will be declared "void" under the Regulations.

xxxii) We will not be liable for or have any responsibility for any loss incurred or damage suffered by you due to any failure, interruption or delay in the performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including, but not limited to, industrial disputes, acts or regulations of any governmental or regulatory authority, acts of terrorism or breakdown, failure or malfunction of any telecommunications or computer service or systems. We will, however, attempt to overcome such circumstances as quickly as possible.

xxxiii) Subject to the Financial Services and Markets Act 2000, we are not liable to you for any reduction in the value of your NISA (including, without limitation, reduction resulting from capital loss or taxation liability) or for the acts or omissions of any third party acting as our agent except if this arises as a result of our fraud, wilful default or negligence. We will not be liable for any default by any nominee appointed by us in connection with your NISA to be the registered holder or custodian of NISA investments, except where we have been negligent in our choice of such nominee or are in breach of the Rules.

xxxiv) We may appoint another company (which shall be approved to act as an NISA Manager under the Regulations) as NISA Manager in our place and may transfer to that company all benefits, duties and obligations arising under these Terms and Conditions. You may not, however, assign any of the rights, benefits, duties or obligations under these Terms and Conditions.

xxxv) If we appoint another company to act as NISA Manager, you will have the right to transfer your NISA to another NISA Manager as described in paragraphs 18 (xxviii) and 19 (ix) above.

xxxvi) We have procedures in place in accordance with the Regulations for the effective consideration of complaints. All formal complaints should be in the first instance made in writing to the Compliance Officer, who is responsible for complaints procedures, at 1 The Square, Temple Quay, Bristol BS1 6DG. In addition, and if you are not happy with our response, you may have the right to complain directly to the Financial Ombudsman Service at the following address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0845 080 1800.

A statement describing your rights to compensation is available from us on request. Should we become insolvent, compensation may be available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone: 0207 741 4100.

xxxvii) No person who is not a party to this Agreement may enforce any part of the Agreement. You and we agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this NISA Agreement or to any Agreement or document entered into relating to this Agreement.

xxxviii) This Agreement is governed by English law and is subject to the Rules and Regulations and other applicable laws. If there are any anomalies between these Terms and Conditions and any laws, Rules and Regulations, the laws, Rules and Regulations will take precedence.

xxxix) These Terms and Conditions represent R C Brown Investment Management PLC's interpretation of the law and HM Revenue & Customs practice as at the date of publication.

While we will take all reasonable steps based on the resources available to us to deliver the best results, we cannot guarantee that we will be able to provide best execution on every order executed on your behalf.

Managing Conflicts of Interest

We have an obligation to operate and maintain effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from causing a material risk of damage to the interests of its customers.

Conflicts of interest may arise between ourselves and our clients, or between different clients. Within the scope of the business carried out by us a conflict of interest may be broadly described as a circumstance where a person:

- a) is likely to make a financial gain or avoid a financial loss at the expense of the client;
- b) has an interest in the outcome of the service or transaction carried out for the client which is different from the client's own interest;
- c) has a financial or other incentive to favour the interests of one client over another;
- d) receives an inducement other than the standard remuneration for a service provided to the client, which potentially rewards behaviour which is harmful to the client.

We maintain a record of all the conflicts, both actual and potential, which we have identified in the day to day course of business activities. This record is reviewed quarterly within our Compliance Monitoring Programme. Wherever possible specific arrangements are put in place to manage these conflicts and prevent any damage from occurring. In the rare event that we cannot manage a particular conflict effectively we will inform you of the nature of the conflict so that you can decide how to proceed.

The subject of Conflicts of Interest is included in our annual Risk Assessment and its ongoing programme for Treating Customers Fairly. It is the opinion of our senior management that the risk of actual damage to our customers' interests is low, and that all current conflicts of interest within the firm, both actual and potential, are managed successfully.

Appendix II

Risk Warnings

Past performance is not a guide to future returns. The price of shares and the income from them can go down as well as up and you might get back less than you invest. Exchange rates may also affect performance. Capital on deposit with a bank or building society is generally regarded as secure and is immediately accessible.

The favourable tax treatment currently applicable to NISAs may not be maintained in the future. There is a potential for loss of income or growth, following a change in the markets, whilst an NISA transfer remains pending.

The tax treatment of investments may change at any time in accordance with the relevant legislation and will also depend on your individual circumstances.

If you invest in smaller companies, these are likely to be less liquid than larger companies, which means that fluctuations in price may be greater than for larger companies.

Some unit trusts, like shares, are subject to a spread between the bid and offer prices, whereas OEICs are single-priced. In most cases, unit trusts and OEICs can only be dealt once each business day, though some may be dealt less frequently. Unit trusts and OEICs are dealt on a forward pricing basis and, as a result, neither you nor we will know in advance the price at which an order will be executed.

We may enter into transactions on your behalf in illiquid, non-readily realisable investments. These are investments in which there is a restricted market and it may therefore be difficult to deal in them or obtain reliable information about their value.

We may deal for you in investments that have been the subject of stabilisation. Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found. Stabilisation is carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

Derivatives may be entered into, to hedge against various risks such as adverse currency and market fluctuations, but will not be used for speculative purposes. As a result, in a rising market there is a possibility that potential gains may be restricted.

Some portfolios may include investment funds (including hedge funds and funds of hedge funds) that use gearing as part of their investment strategy. Such investment funds may be subject to sudden and large falls in value and you may get back nothing on this part of your portfolio if the fall in value is sufficiently large.

The investments and services offered by us may not be suitable for all investors. If you have any doubts as to the merits of an investment, you should seek advice from an appropriately qualified financial adviser who is authorised by the Financial Conduct Authority to advise on such investments.

Appendix III

How we classify investments in relation to risk

You should note that all investments, whatever their risk category, can, in certain circumstances, experience sharp falls in value and may suffer a permanent and total loss of value. The risk categorisation set out below reflects our broad view of the likelihood of such circumstances arising for each type of investment.

	Cash	Fixed Interest	Equity	Property	Alternative Assets
Lower Risk	Sterling				
		Conventional Gilts Index Linked Gilts Investment Grade			Absolute Return Funds Listed Infrastructure
Medium Risk		Global Bonds High Yield Emerging Mkt Debt	UK Large Cap Global Large Cap UK Mid Cap Global Mid Cap	Property Funds Global Property Funds REITs Global REITs	Listed Hedge Funds
Higher Risk			UK Small Cap Global Emerging Mkts Global Small Cap	Emerging Mkt REITs	Listed Private Equity

This is the initial risk rating prior to any quantitative or qualitative analysis. Typically securities only increase in risk once further analysis is completed. We undertake a detailed risk analysis on each individual investment considering common factors such as size, liquidity and activity together with factors specific to the particular investment. By way of illustration, in the case of an individual equity we will undertake a wide ranging assessment including an analysis of the company's financial and operating position, as well as considering the external environment covering factors such as political risk. It is important to emphasise that the approach assumes that individual holdings are held within a diversified portfolio and not in isolation.

Lower Risk The emphasis here will be on investments that we consider present investors with relatively limited downside risk and offer scope for capital preservation. Prospects for capital growth once inflation is taken into account will be restricted, with income likely to be a key determinant of return.

Medium Risk Medium risk investments are likely to offer greater opportunities for long term capital growth rather than those in the lower risk category. An investor should be aware this is likely to be coupled with the prospect of a higher degree of day-to-day volatility and therefore risk in the potential performance of the investments. The majority of investments in this category will be equity focused and will principally be made up of FTSE 100 and potentially FTSE 250 companies or the equivalent risk graded collective.

Higher Risk Exposure to higher risk investments is only suitable for those clients who wish to maximise the potential for longer term capital returns, and who are also prepared to accept the potential for a marked increase in the degree of volatility in performance even over and above the level of equity markets as a whole, and consequently a higher risk of significant loss. Importantly this is specifically aimed at an investor with a sufficiently long investment horizon where a short term decrease in capital would have a low impact on their lifestyle. Investments within this category are typically smaller UK listed companies which by virtue of their size and liquidity are considered more speculative in nature, or equivalent risk graded collective.

**Alpha Portfolio Management, 1 The Square, Temple Quay, Bristol BS1 6DG
Tel: 0117 203 3460 info@alpha-pm.co.uk www.alpha-pm.co.uk**

Alpha Portfolio Management is a trading name of R C Brown Investment Management PLC. R C Brown Investment Management PLC is Authorised and Regulated by the Financial Conduct Authority. Registered Office: As above address. Registered in England No. 2489639

RETAIL CLIENTS TERMS OF BUSINESS AND APPENDICES 16.07.14