

Terms of Business Execution Only Agreement

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1. THE SERVICES

- 1.1** The purpose of this Agreement is to set out the basis on which we, Accendo Markets Ltd will provide execution-only trading services to you.
- 1.2** You have an agreement (a “**Trading Agreement**”) in place with a third party broker (the “**Broker**”) under which you have a trading account with that Broker which you use to enter into trades in various investments (a “**Trading Account**”). Before you read this Agreement, it is important for your own benefit and protection that you have read the Trading Agreement and clarified any points which you do not understand, because the services which we, Accendo Markets Ltd, provide to you under this Agreement relate to your Trading Account.
- 1.3** This Agreement contains the terms and conditions under which we will provide the services to you in relation to the Trading Agreement where you have granted us a power of attorney which permits us to operate your Trading Account, and to receive and transmit your orders to the Broker with whom you have your Trading Account (the “**Trading Services**” or “**Services**”).
- 1.4** Where you have not granted us a power of attorney and we are not permitted to operate your Trading Account, we will provide access through our website (the “**Website**”) to the Broker’s electronic trading platform which you can use to provide your instructions in respect of your Trading Account directly to the Broker (the “**Trading Platform**”). Provision of access through our Website is subject to the terms and conditions which govern your use of the Website and which can be found at: www.accendomarkets.com/disclaimer (the “**Website Terms and Conditions**”) and not the terms of this Agreement. Your use of the Trading Platform is subject to the separate terms and conditions which govern the Trading Platform and which are set out in your Trading Agreement with your Broker.
- 1.5** This is our standard client agreement on which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point, please ask for further information.
- 1.6** This Agreement will come into effect on the date on which your Trading Account is opened by the Broker, or when we receive a signed copy of this Agreement from you, or when you otherwise indicate your acceptance of this Agreement in writing (including email) or electronically by acceptance through our website. This Agreement is governed by English law. English will be the language for communication between you and us for the duration of this Agreement.

2. JOINT ACCOUNTS

- 2.1** Where you enter into this Agreement jointly with another person or other people, each of you entering into this Agreement will have joint and several liability under this Agreement. This means that:
- (a) Each of you is separately responsible for complying with this Agreement;
 - (b) We can pursue any of you for all amounts owed to us, whether this arises from the actions of all or any of you. This means that you can be liable for the actions of the others who have entered into this Agreement with you; and
 - (c) each of you has full authority on behalf of the others to give or receive any instruction, notice, request or acknowledgement under the Agreement in relation to the Services without obtaining the consent of the others, including an instruction to terminate the Agreement.

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3. REGULATORY COMPLIANCE

- 3.1** We are authorised and regulated by the Financial Conduct Authority (the “**FCA**”) (registered number 475285) in the conduct of our investment business. The FCA’s registered address is 25 The North Colonnade, London, E14 5HS. Our registered office is 1 Alie Street, London, E1 8DE.
- 3.2** In compliance with law and regulation, we classify our clients into three main categories; eligible counterparties, professional clients and retail clients. We will treat you as a retail client in accordance with the FCA rules, so that you will have the highest level of regulatory protection. Eligible counterparties and professional clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk, and therefore are given a lower level of regulatory protection. You may request in writing to be treated as an eligible counterparty or a professional client and you must state whether your request is a general one or is in respect of this Agreement only or a particular service only. We may consider such a request, and assess whether you are capable of making your own investment decisions and understanding the risks involved, but will be under no obligation to agree to treat you as other than a retail client. If we agree to your request to be treated as a professional client, some additional terms will apply.
- 3.3** We have a written internal complaints handling policy, as required by the FCA’s rules. You can obtain a copy of this on request, and in the event you should have cause for complaint about the Services which we provide to you, a copy will be sent to you.
- 3.4** In the event that we are unable to meet our obligations to you, you may have a right to seek compensation from the Financial Services Compensation Scheme (the “**FSCS**”) in respect of the Services. As at the date of this Agreement, compensation is limited to 100% of the first £50,000.
- 3.5** We are required, in accordance with the FCA rules, to take all reasonable steps to identify conflicts of interests between ourselves and our clients, or between one client and another, that arise through the provision of our investment services. We will provide you with a summary of our conflicts policy when we provide this Agreement to you.

4. THE TRADING SERVICES

- 4.1** Where you have granted us a power of attorney this permits us to operate your Trading Account on your behalf. This means that when you give an instruction to us in respect of a particular investment, we will then pass that instruction on to the Broker unless the circumstances in clause 4.3 apply.
- 4.2** You may provide us with instructions in relation to the Trading Services:
- (a) by telephone; and
 - (b) by email, if we have agreed to that in writing, and subject to any additional terms and conditions that we may impose if we agree to that; in the first instance to your Relationship Manager or if your Relationship Manager is unavailable then to another one of our traders.
- 4.3** We may in the following circumstances refuse to transmit your order to the Broker:
- (a) where your instruction is not given in accordance with this Agreement;
 - (b) in order to comply with anti-money laundering procedures;
 - (c) where we reasonably suspect that the instruction is fraudulent or unauthorised by you;
 - (d) where your instruction is not clear or you have not provided us with the correct details;

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- (e) where there is a legal requirement or a court or other authority that tells us to act in that way; or
- (f) where we cannot comply with your instruction because the circumstances described in clause 9.4(d) have arisen.

4.4 You are responsible for all decisions on whether to invest in, hold or dispose of any investment or to enter into any agreement resulting from our Trading Service, under this Agreement. We will only receive and transmit your orders to the Broker as you instruct.

4.5 This is an execution-only service, and we are not obliged to assess the suitability for you of any order which you instruct us to transmit to the Broker.

4.6 Where we provide the Trading Services to you, we are required to assess whether an investment is appropriate for you, taking into account a number of factors including, but not limited to, your knowledge and experience in the relevant investment field.

4.7 As part of the process of assessing the appropriateness of an investment for you, we will ask you to provide us with information illustrating your knowledge and experience in relation to the relevant investments and markets. If the information you provide to us is incomplete or inaccurate then this may impair our ability to assess the appropriateness of an investment for you. If we consider that the investment is not appropriate for you we will warn you of this. If you instruct us to proceed with the order after such a warning, we may decide not to do so. If we do proceed, you should note that it may not be appropriate for you and that you may be exposing yourself to risks that you do not have the knowledge or experience to understand or mitigate.

5. TRADING PLATFORM

5.1 Where you have not granted us a power of attorney we are not permitted to operate your Trading Account on your behalf and we will not pass your instructions on to the Broker. We will provide you with access through our Website (subject to the Website Terms and Conditions) to the Trading Platform which allows you to provide your instructions in respect of your Trading Account directly to the Broker. The Broker's provision of the Trading Platform and your use of it are governed by your Trading Agreement with your Broker.

6. EXECUTION ONLY

6.1 The Services provided under this Agreement are execution only services, and do not involve the provision of investment advice to you.

6.2 We do not offer tax advice to clients. If you require tax advice, you should consult an independent tax adviser.

7. MONITORING OF OPEN POSITIONS

7.1 Where you purchase investments using your Trading Account on an execution-only basis, we will not keep your holdings in these investments under review for you or monitor their performance.

7.2 In addition, we are under no obligation to bring investment opportunities to your attention or to continue to monitor or update any information which we have provided to you. It remains your sole responsibility to manage and monitor your positions.

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8. BROKER AGREEMENTS AND MARGIN CALLS

8.1 If you are trading leveraged products with the Broker (for example, but not limited to, CFDs and spread betting), you may be required to pay the Broker a Margin for each transaction. The Trading Agreement with the Broker shall set out the arrangements with your Broker and govern your initial and continuing obligations with respect to the payment of the Margin. As it is your responsibility to ensure that you maintain sufficient funds in your Trading Account, we will not notify you in the event of a Margin call. We will have no liability to you or the Broker for any losses incurred by you due to and arising from any failure by you to maintain sufficient funds in your Trading Account to pay the Margin, nor shall we be liable for any non-payment of the Margin. If, in the event of a Margin call, you do not have sufficient funds in your Trading Account to meet your Margin obligations, we reserve our right to terminate this Agreement immediately on written notice to you. For the purpose of this clause 8, "Margin" means the amount of money you are required to pay the Broker in order to enter into trades.

9. RESEARCH

9.1 In addition to the Trading Services, we may also provide you with marketing communications containing non-independent research which suggest an investment strategy, express a particular investment recommendation or which express an opinion as to the present or future value or price of an investment ("**Research**"). Such Research is not tailored to your individual circumstances and is not a personal recommendation, but is intended for general distribution to our clients.

9.2 When any Research which we provide to you carries restrictions with regard to the individuals or category of individuals to whom it may be disseminated, you must not distribute that document to any individual or category of individuals to whom it may not be disseminated.

10. LIABILITY

10.1 When we provide you with Research, we give no warranty, guarantee or representation as to the completeness or accuracy of the information except in so far as is required by the FCA Rules, or to the tax consequences of any transactions or investments.

10.2 We will attend to your affairs with due care and diligence but we do not guarantee the performance or profitability of investments in relation to which we provide you with Research or process an order for you.

10.3 Save as set out in clause 10.4, we accept liability to you where you have suffered loss as a direct result of our breach of the terms of this Agreement or as a direct result of our negligence, fraud or wilful default.

10.4 We will not be liable to you for any losses which you suffer that:

- (a) are losses incurred in relation to transactions which you enter into through your Trading Account or using the Trading Platform unless such losses are as a result of our breach of this Agreement, negligence, fraud or wilful default;
- (b) are business losses, as opposed to your personal losses;
- (c) were not, at the time you entered into the Agreement, a foreseeable consequence of the breach;
- (d) arise from any act or omission caused by circumstances beyond our reasonable control, including any act of God, government or state, natural disaster, war or other hostilities, terrorist activity, industrial action and any failure of power supplies, computer systems or communication lines;

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- (e) are caused by any other person (including the Broker with whom you have entered into the Trading Agreement);
- (f) are caused by your own failure to comply with your obligations under this Agreement; or
- (g) are caused by our taking an action, or failing to take an action, where in our reasonable opinion this is necessary to avoid a breach of any applicable law or regulation.

10.5 Nothing in these Terms and Conditions will exclude or limit any duty or liability we may have to you under Applicable Law.

10.6 You will reimburse us for any loss which we may suffer as a result of you breaching this Agreement. However, you will not be liable to reimburse us if we, or a third party, are to blame for our loss. We will take reasonable steps to minimise our losses in any situation where you are required to reimburse us.

11. RISK WARNINGS

11.1 Before trading in investments you must ensure that you fully understand the risks involved. By entering into this Agreement, you agree that we may provide you with a description of some of the risks involved in trading shares, derivatives and leveraged products on the Website at www.accendomarkets.com/policies-and-terms.

11.2 If you do not have access to the internet and cannot access the Website, please notify your Relationship Manager. We will provide you with a hard copy document which contains a description of some of the risks involved in trading shares, derivatives and leveraged products.

11.3 Trading in contracts for difference, spreadbets, foreign exchange and shares carries a high degree of risk to your capital, and in some circumstances you may be liable for a greater sum than your initial capital invested. If you think that you require further information in relation to the risks of investing or if you are in any doubt as to whether to invest in a particular investment, then you may wish to consider seeking independent financial advice.

12. FEES AND CHARGES

12.1 We will provide you with details of our fees and charges for providing the Services to you separately before you enter into this Agreement with us. In particular, we will provide you with a rate card which sets out our fees and charges. We will provide you with prior written notice of any changes to the rate card.

12.2 Where applicable, the Broker may share with us a proportion of the commission you pay. Further details are available on request.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 We will hold in confidence all personal and financial information which we obtain about you as a result of providing the Services to you, subject to clause 13.2.

13.2 We may disclose information about you in the following circumstances:

- (a) with your authority;

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- (b) where we are required to disclose information pursuant to any court order or similar process;
- (c) where we are otherwise required or permitted by law to make disclosure; or
- (d) where necessary in order to provide you with the Services.

13.3 We will comply with all requirements applicable to us under the Data Protection Act 1998, as amended, supplemented or replaced from time to time.

14. COMMUNICATIONS

14.1 If you want to give us a trading instruction then please provide us with the instruction in accordance with clause 4. If you need to contact us for any other reason in relation to this Agreement, please do so:

- (a) By post: Accendo Markets, 1 Alie Street, London, E1 8DE
- (b) By telephone: 0203 051 7464
- (c) By fax: 0203 051 7463

14.2 We may contact you and give you any notices in connection with this Agreement by post, telephone, fax or by electronic means using the latest address, telephone number, fax number or electronic mail address which you have given us.

15. AMENDMENT

15.1 We may change the terms of the Agreement for any of the following reasons:

- (a) where we reasonably consider that:
- (b) the change would make the terms easier to understand or fairer to you; or
- (c) the change would not be to your disadvantage; or
- (d) to cover the improvement of the Services, the introduction of a new service or the replacement of a Service with a new one;
- (e) to enable us to make reasonable changes to the way we provide the Services to you as a result of changes in the financial system, technology or the systems we use to run our business; or
- (f) as a result of a requirement under applicable law and regulation.

15.2 If we make a change in accordance with this clause 14, we will always give you at least 30 days' written notice before we make the change, except as required by applicable law or regulation.

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16. TERMINATION

- 16.1** If you wish to terminate the Services, you may do so at any time by giving us written notice. Any notice of termination which you provide to us will take effect on the day on which we receive it.
- 16.2** Unless clause 15.6 applies, we may only terminate provision of the Services by giving you not less than 30 days' prior written notice.
- 16.3** On termination of the Services, if you have open positions in relation to transactions which you have entered into through our Trading Service you must pay us any outstanding commission, fees or costs which you are obliged to pay to us in relation to those transactions. In addition, termination of this Agreement will not affect your obligations to any third party (including but not limited to the Broker) in relation to those transactions.
- 16.4** Where you have granted us a power of attorney in relation to your Trading Account you will also need to terminate that power of attorney in accordance with its terms when you terminate this Agreement.
- 16.5** Termination of this Agreement does not terminate your Trading Agreement. If you wish to terminate your Trading Agreement with the Broker, you will need to do so in accordance with the relevant terms of your Trading Agreement.
- 16.6** We may terminate the Services without giving you prior notice if we reasonably believe that you have seriously and/or persistently broken any terms of this Agreement including by:
- (a) giving us any false information at any time;
 - (b) using (or allowing someone else to use) the Services illegally or for criminal activity;
 - (c) inappropriately authorising a person to give instructions to us in respect of the Services;
 - (d) behaving in a manner (for example by abusing people who work for us) that makes it inappropriate for us to continue to provide you with a Service; or
 - (e) putting us in a position where we might breach an applicable law or regulation or another duty which applies to us if we continue to provide the Services to you.

17. PREVIOUS TERMS AND CONDITIONS

- 17.1** This Agreement supersedes all prior written agreements entered into by you and us in relation to the provision of the Services. This does not affect any rights or obligations that you or we may have under any previous terms and conditions relating to such services. In addition, nothing in this clause shall limit any liability we may have to you in relation to statements or representations we have made to you but which are not expressly set out in this Agreement.