Pension Scheme General Investment Account

Key Features and Terms & Conditions

True Potential®
Investments

What is the purpose of this document?

This document provides you with the Key Features and Terms & Conditions of the True Potential Investments Pension Scheme General Investment Account (“**PGIA**”) and should be read in conjunction with the:

- Discretionary Management Service Agreement;
- True Potential Investments Dealing and Custody Service Agreement;
- True Potential Portfolio Factsheet;
- Illustration; and
- Best Execution Policy.

These documents are designed to provide you with enough information to enable you to decide whether opening a True Potential Investments PGIA is right for you. You should read these documents carefully and keep them in a safe place.

Section A – Key Features

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This section gives you the main points about our TPI PGIA.

The Firm and its Services

True Potential was launched in 2007 with the aim of revolutionising the way wealth management is delivered. We believe that by using technology to deliver financial services, we empower clients to take control of their financial futures. In order to achieve this aim, True Potential Investments LLP has become a regulated platform operator, investment manager, and pension operator and administrator and we own our own platform (True Potential Platform).

Who Regulates Us

True Potential Investments LLP are authorised and regulated by the Financial Conduct Authority. Their address is 12 Endeavour Square, London, E20 1JN. Our firm reference number is FRN 527444.

What questions should I ask before I invest?

This document gives you the answers to some very important questions. These are set out on the following pages and will help you decide whether our TPI PGIA is suitable for you.

Aims of our TPI PGIA

- To give you the opportunity to invest a sum of money into a range of investments through the True Potential Portfolios discretionary managed service with the aim of increasing the value of your investment;
- To allow you to make one-off or regular payments or contributions;
- To allow you to transfer an existing investment account into the TPI PGIA; and
- To allow you to take one-off or regular withdrawals.

Your commitment

- You must take care to read all of the relevant literature and information provided to you;
- You will pay the associated fees and charges, as set out in the Fees and Charges section;
- You will make at least one payment into your TPI PGIA to open the account;
- You can only open and hold a TPI PGIA on the True Potential Platform;
- Where instructions are placed online via your account, the True Potential Platform will take in good faith that you placed them. You must keep your unique login details secure; and
- Before opening a TPI PGIA, consider whether you have sufficient experience of investing and decide whether you are prepared to be responsible for the investment decisions you make.

Section A – Key Features

keyfacts®

Main risk factors

- With investing, your capital is at risk;
- Investments can fluctuate in value and you may get back less than you invest;
- What you get back will depend on future performance, nothing is guaranteed. Past performance is no guarantee of future performance;
- The charges outlined below may increase;
- Your investments may grow less than illustrated;
- Tax rules can change at any time;
- If you transfer from another investment account the benefits may not be comparable; and
- If you cancel and your investments have fallen in value, you will not get back the full amount you invested or transferred.

True Potential Investments does not offer or provide advice.

Fees & Charges

What fees and charges apply?

We may make the following types of Fees and Charges in relation to our services and/or products:

1. Service Costs;
2. Product Costs;
3. Third-Party Payments;

The Service Costs, Product Costs, and Third Party Payments set out below describe all of the possible charges that may apply under your TPI PGIA.

Charges may vary depending on your advice status, fund selection and options you select when establishing or maintaining your TPI PGIA. A Portfolio Factsheet or a Fund Factsheet and a Personalised Illustration will be provided to you and will confirm the actual charges applicable to your TPI PGIA, considering your individual circumstances.

In the event of any differences, the charges set out in your Portfolio Factsheet, Fund Factsheet and Personalised Illustration will apply.

Service Costs

"**Service Costs**" are charges that we or your financial adviser (where you have one) charge as part of our agreements with you.

<table>
<tr><th>Service Cost</th><th>Calculation</th><th>Frequency</th></tr>
<tr>
<td>Platform Charge

The "Platform Charge" covers:

• Administration of investments;
• Safekeeping of your assets;
• Online access to your account; and
• Online and telephone support.</td>
<td>The Platform Charge is taken separately from each policy you hold on the True Potential Platform.

First, we combine the total value of Invested Assets held by you (and, where applicable, the other members of your Joint Account Group) on the True Potential Platform, and excluding any Cash Balances.

Second, we determine which Applicable Tier(s) apply to the combined Invested Assets:

The Applicable Tiers apply sequentially, rather than on a banded ("cliff edge") basis (similar to how income tax is calculated):

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*This amount includes invested assets only. It does not include any Cash Balances.

We calculate the Platform Charge based on the average daily value of Invested Assets on the True Potential Platform at the end of each month. Your Platform Charge may change if account values, Joint Account Group membership, or fee arrangements change.

Joint Accounts and Joint Account Groups

Where you hold a Joint Account (e.g. a Joint GIA or Joint Onshore/Offshore Bond), then you will be added to a Joint Account Group.

TPI will combine assets of Joint Account Group members for the purposes of calculating the Effective Rate.

All members of the Joint Account Group will share the same Effective Rate across all their accounts (including any Individual Account(s) and the Joint Account(s) itself).

Where Joint Account holders have agreed to have a bespoke split of Joint Account ownership, the Platform Charge of each holder may differ.</td>
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Buying & Selling Costs All costs and charges incurred by True Potential Investments when trading on your behalf such as broker commission, stamp duty tax and foreign exchange spot charges.	Charges are calculated per transaction by reference to the value and nature of the trade. Charges are applied at the time of the relevant transaction and are reflected in the price or proceeds of the trade, or deducted from available cash.	Transactional
Discretionary Management Charges All costs and charges related to the provision of discretionary investment management services as agreed by your discretionary fund manager and you.	Charges are calculated as a percentage of the value of the TPI PGIA under discretionary management and are applied on an ongoing basis. The charge reflects the cost of investment management, portfolio construction, monitoring, and ongoing decision-making carried out by the discretionary fund manager.	Monthly in arrears

Service Cost	Calculation	Frequency
Adviser Charges If you receive financial advice, you may be required to pay your adviser for their services, in line with your agreement with them. Where applicable, TPI facilitates the deduction of these fees. In some cases, Adviser Charges will be taken from your TPI PGIA in the same way as the Platform Charge. The Adviser Charges you pay will depend on what you have agreed with your financial adviser, so they may be different from the examples outlined below.		
Initial Advice Charge All initial costs and charges related to the provision of investment advice and service(s) by your adviser to you.	The charge will be applied as agreed with your financial adviser, as a one-off fixed amount or calculated as a percentage of the amount(s) received into your TPI PGIA.	One-off
One-off Advice Charges All one-off costs and charges related to the provision of investment advice by your adviser to you, including at the beginning or at the end of the provided investment service(s).	The charge will be applied as agreed with your financial adviser, as a one-off fixed amount.	One-off
Ongoing Advice Charge All ongoing costs and charges related to the provision of investment advice and service(s) by your adviser to you.	The charge will be applied as agreed with your financial adviser, as fixed amount or calculated as a percentage of the daily average value of your TPI PGIA over the month.	Monthly in arrears
Ad Hoc Charge This is a one-off charge raised following a specific request from a financial adviser. The charge must be agreed by you and your adviser, before it is applied.	The charge will be applied as agreed with your financial adviser, as a fixed monetary amount.	Applied on an ad hoc basis, only as and when requested, with no recurring schedule

Section A – Key Features

Service Costs are collected from Cash Balances held on the True Potential Platform - for example, if a dividend has recently been received. If there is insufficient cash to cover the charge, the remainder will be raised by selling units from your largest holding by value within the TPI PGIA.

The amount that will be paid from your TPI PGIA can therefore change depending on the value held in your TPI PGIA.

This applies to all Service Costs except Initial Advice Charges and Buying/Selling costs.

Initial Advice Charges are deducted from cash payments and transfers received into your TPI PGIA. For in specie transfers, if there is insufficient cash to cover the charge, the remainder will be raised by selling units from your TPI PGIA.

Buying and Selling Costs are incurred as part of the trade when investments are bought or sold.

When buying or selling any assets which are not mutual funds, you will need to pay any charges applied by our custodians, capped at £5 for the first £10,000 of any trade and then 0.05% for any amounts above that.

Product Costs

In addition to the above, there will be product costs and charges including charges related to the underlying investments ("Product Costs"). Product Costs will depend upon the specific underlying investment.

You will also have to pay any regulatory transaction charges and further details can be provided upon request.

Product Cost	Calculation	Frequency
Ongoing Charges All ongoing costs and charges related to the management of the funds within the product that are deducted from the value of the financial instrument during the invested period, including management fees and service costs.	Charges are expressed as a percentage of the fund value. The charges are automatically deducted from the fund itself rather than being charged directly to you.	Daily, reflected in the fund unit price.
Buying & Selling Costs All costs and charges incurred as a result of the acquisition and disposal of investments by the fund manager.	Charges are calculated by reference to the value and nature of trades within the fund and are reflected in the price or performance of the fund, rather than charged directly to you.	Daily, reflected in the fund unit price.
Entry & Exit Charges All costs and charges (included in the price or in addition to the price of the financial instrument) paid to product suppliers at the beginning or at the end of the investment in the financial instrument, including product manufacturing and distribution fees.	Charges may be applied at the beginning or end of an investment and calculated as a percentage of the trade value or a fixed value.	Transactional, reflected in the fund unit price.
Performance Fees Costs and charges for the performance fees and carried interests that may be calculated by the administrator separately from the ongoing charges of the financial instrument.	Costs and charges paid for from the fund where the fund manager has met or exceeded specific investment performance targets. Not all funds have performance fees. You can find out about these by referring to the Fund Factsheet.	Incidental, reflected in the fund unit price.

For investments outside of the True Potential Portfolios and True Potential fund range, we rely on fund managers and other third parties to provide us with information to calculate the Product Costs. If the latest information has not been made available by the fund manager, we may need to estimate the Product Costs based on the most recent information we have.

To calculate the Product Costs paid, we apply the charge information received from the fund manager(s), which is expressed as a percentage of the investment value, to the daily value of your investment, based on the average value of your investment over the reporting period.

Product Costs are deducted from the value of the investment units daily by the fund manager and are reflected in the unit price, and therefore are not visible as transactions on your account. For this reason, we perform a calculation to express these costs as a monetary amount.

Section A – Key Features

Third-Party Payments

Third-Party Payments are payments made or received by True Potential Investments to or from third parties in connection with the investment service provided.

True Potential Investments does not currently make or receive any Third-Party Payments in relation to your account. In the event that Third-Party Payments are introduced, we will communicate this to you and set out the nature and impact of such payments.

Please refer to your Portfolio Factsheet or Fund Factsheet and Personalised Illustration document for further details.

Questions and Answers for our TPI PGIA

Who might our TPI PGIA be suitable for?

A client who:

- May be looking to transfer existing investment accounts from other providers;
- Is looking to invest through the True Potential Portfolios discretionary management service.

True Potential Investments is not able to provide advice. If you are unsure about any of these points you should seek help from a qualified Financial Adviser.

Who can open our TPI PGIA?

You must:

- Be a UK registered pension scheme; and,
- Be aged 18 or over;
- Be resident in the UK, or a crown servant (e.g. diplomatic or overseas civil service) or a spouse or civil partner if you do not live in the UK); and
- Not be a United States person or citizen (see below for more information).

How can I open a TPI PGIA?

You will need to:

- Read this Key Features and Terms & Conditions document; and
- Complete an online submission, confirming that you agree to the Terms.

Your investments will be held on our Platform. Please refer to the Terms and Conditions for more information.

Are there any minimum or maximum contribution limits for a TPI PGIA?

The minimum contribution you can make is £1. There is no limit on how much you can invest into your TPI PGIA, subject to platform and product rules, applicable law, and any operational limits.

How can contributions be paid?

We can accept:

- Debit card payments;
- Direct debits;
- Bank transfers;
- Cheque payments; and
- Transfers from existing investment accounts.

Once your TPI PGIA is set up you can pay single or regular subscriptions and increase/decrease your subscriptions at any time, subject to the contribution limits described above.

Questions and Answers for our TPI PGIA

When can I take money out of my TPI PGIA?

Cash can be taken out of our TPI PGIA at any time as either a one-off payment or by setting up a regular withdrawal arrangement. You can either withdraw the full balance held in your TPI PGIA or withdraw part of the balance. There is no charge for withdrawing money from your TPI PGIA if you choose to receive the money by BACS, however if you choose to receive the money by CHAPS a £15 payment charge will apply.

You can arrange to set up a regular withdrawal of a fixed amount. Payments will be made to your nominated UK bank/building society account by BACS. Withdrawal proceeds will normally be paid into your bank account within 10 working days from the date we receive a valid instruction, but in certain circumstances it may take longer.

Can I save money in cash?

No. Your money will be 100% invested through the True Potential Portfolio discretionary management service.

What tax will I pay?

A PGIA is not a tax-exempt product and the tax you will pay is dependent on your own circumstances. Please refer to Section B - Terms & Conditions.

What happens when I die?

When we are notified of the death of a member of a Pension Scheme, which holds a PGIA, we will act on the instructions of the Pension Scheme Administrator and/or Trustees as to the action that should be taken in respect of the assets held within the TPI PGIA.

How do I obtain valuations?

You will have access 24 hours a day to valuations on your personal True Potential Client Site and through our mobile apps.

Questions and Answers for our TPI PGIA

What is Joint Account Grouping?

Clients who share a Joint Account with another eligible Joint Account holder will automatically be placed into Joint Account Groups with the other Joint Account holder(s).

Joint Account Grouping is where we group your Invested Assets with the Invested Assets of another eligible Joint Account holder, for the purposes of calculating the Platform Charge.

All members of the Joint Account Group will share the same Effective Rate across all their Accounts (including any Individual Account(s) and the Joint Account(s) itself).

Where Joint Account holders have agreed a bespoke split of Joint Account ownership, the Platform Charge of each holder may differ.

Note: By opening or maintaining a Joint Account, Joint Account holders will be included within a Joint Account Group for the purposes of fee calculation and administration. While information relating to individual accounts and Invested Assets will not be disclosed to other Joint Account Group members, certain aspects of the fees and charges such as Effective Rate applied to accounts within the Joint Account Group may reflect the group's aggregated position.

The Platform Charge is calculated based on the total value of Invested Assets you have with us on the True Potential Platform. The more Invested Assets you have, then the lower the Effective Rate.

What if I change my mind?

You have a legal right to cancel your TPI PGIA, if you change your mind. If you wish to cancel, then you must do so within 14 days of the date that you agreed to the terms and conditions in this document.

Cancellation rights also apply if you transfer an investment to us. You will have 14 days from the date of the instruction to exercise your right to cancel.

Questions and Answers for our TPI PGIA

What if I have a query or complaint?

If you have a complaint, contact us at the following:

True Potential Investments
Newburn Riverside
Newcastle Upon Tyne
NE15 8NX

T: 0191 242 4866
E: complaints@tpllp.com

Your complaint will be handled in accordance with our internal procedure and the Financial Conduct Authority (FCA) rules governing complaints. We will register your complaint on the date that we receive it and will respond within five business days of that date.

A copy of our Complaints Management Procedure is available online at **www.truepotential.co.uk/** complaints or can be requested via any of the above channels and will be provided free of charge.

If your complaint is not dealt with to your satisfaction the matter may be referred to the Financial Ombudsman Service at Exchange Tower, London E14 9SR

T: 0800 023 4567 or 020 7964 1000
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk/

Any such action will not affect your right to take legal action.

Questions and Answers for our TPI PGIA

What is the Financial Services Compensation Scheme (FSCS)?

Your cash and investments are held separately to our own accounts. As such, in the event that we or a depositor we use failed financially, your cash and assets would remain yours as they are segregated. As part of any wind down process, the administrator is obliged to return them to you. In the event that we, a depositor or a fund manager are unable to meet the liabilities to you in full, you may be entitled to redress from the Financial Compensation Scheme (FSCS).

Further information is available from:

FSCS
PO Box 300 Mitcheldean
GL17 1DY

T: 0800 678 1100

We ensure that any deposit takers used (e.g. banks) are covered by the Financial Services Compensation Scheme (FSCS). This means that you could be covered by the FSCS up to the prevailing rate for each separately authorised deposit taker – subject to eligibility for compensation.

Should one of our underlying Fund Managers fail financially, your investments will be covered at the relevant FSCS rates at the time, the maximum level of compensation for claims under the Investment Business section of FSCS is £120,000 per person, per firm that defaults – subject to eligibility for compensation. This information will be available in the Fund Prospectus.

For further information visit the FSCS website: **www.fscs.org.uk**

Section B – TPI PGIA Terms & Conditions

Key Definitions

For the purposes of this document "**we**", "**us**", "**TPI**" and "**True Potential Investments**" refers to True Potential Investments LLP.

"**Cash Balances**" means any cash held within your account.

"**Effective Rate**" means the charge rate determined by adding each Platform Charge applied to each policy and dividing that aggregate amount by the total value of invested assets held by you on the True Potential Platform.

"**HMRC**" means HM Revenue and Customs.

"**Invested Assets**" means an investment (such as a unit or a share in a Fund, an exchange-traded asset, or other investment available to be held through your Investment Account(s)) which has been invested on the True Potential Platform. For the purposes of the Platform Charge, Invested Assets excludes Cash Balances.

"**Joint Account**" means an account shared by two (or more) individuals

"**Joint Account Group**" means a group of clients whose Invested Assets are automatically considered jointly for the purposes of assessing the Platform Charge

"**PGIA**" means a Pension Scheme General Investment Account established for you in accordance with these terms.

"**True Potential Platform**" means the platform operated by True Potential Investments, through which your accounts are held, administered, and valued, and on which investments, contributions, withdrawals, and charges (including platform charges) are processed in accordance with the applicable terms and conditions.

"**You**" or "**Your**" means the person who does business with us under these Terms, including your authorised representatives or agents.

Section B – TPI PGIA Terms & Conditions

This section provides the Terms & Conditions (the "Terms") for our TPI PGIA.

We don't provide any recommendations or advice in relation to the suitability of any account or investment. The availability of investments inside the TPI PGIA doesn't imply that they are necessarily suitable for you and you should seek advice from your Financial Adviser if you are unsure.

1. Important information about your investment

1.1 About the True Potential Platform

The True Potential Platform is a collection of services and tools that you use to arrange, manage, and track your investments easily. The platform holds circa 3,000 investment funds which, depending on your circumstances, could be used to achieve your investment objective. The True Potential Platform has been in operation from 2011 and we have a great deal of experience in helping people access and manage their investments effectively. The platform is designed to enable clients to manage their investments more easily; and either through an intermediary or directly (where appropriate), you can instruct us to buy, sell and switch your investments.

If you have existing investments with other providers you can arrange to transfer these to the True Potential Platform, through your Client Site. If you wish to withdraw money from your account, you can request this by contacting your financial adviser or pension scheme.

You will receive a contract note for every transaction that takes place on your account and you can also view the value of your investments 24 hours a day on your Client Site. You may also receive other statements such as tax statements and these are available on your Client Site for reference. Your ability to cancel depends on your product specific terms and conditions.

1.2 Your Application

The Application is for the establishment of your TPI PGIA and, as such, must satisfy the requirements set out.

- We cannot open an account for you without an online application, subject to passing our identity verification checks;
- Your application won't proceed if your identity and address certifications are incomplete;
- You will inform us of your current Tax Residency and will keep us informed if your Tax Residency changes;
- Investments within your TPI PGIA are held in a nominee account, but will always remain in your beneficial ownership and will not be lent to third parties or used as security for loans;
- We rely on the information and declarations contained in your application in considering whether or not to hold your investments. If it comes to light that any of this information or these declarations are false or misleading in any material way, we reserve the right to amend or terminate your investments;
- We reserve the right to request supplementary documents from you at any point during the term of your investments being held without giving any reasons; and
- We reserve the right to reject all or any of your application for any reason, at our discretion.

Section B – TPI PGIA Terms & Conditions

1.3 Retail clients

Our policy is to treat all clients referred to us as Retail Clients in order that they receive the fullest regulatory protections and avenues of recourse available. If this status does not apply to you, you can inform us of your correct status in writing.

1.4 Fees & charges

What fees and charges apply?

We may make the following types of Fees and Charges in relation to our services and/or products:

1. Service Costs;
2. Product Costs;
3. Third-Party Payments;

The Service Costs, Product Costs, and Third Party Payments set out below describe all of the possible charges that may apply under your TPI PGIA.

Charges may vary depending on your advice status, fund selection and options you select when establishing or maintaining your TPI PGIA. A Portfolio Factsheet or a Fund Factsheet and a Personalised Illustration will be provided to you and will confirm the actual charges applicable to your TPI PGIA, considering your individual circumstances.

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Section B – TPI PGIA Terms & Conditions

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Initial Advice Charges are deducted from cash payments and transfers received into your TPI PGIA. For in specie transfers, if there is insufficient cash to cover the charge, the remainder will be raised by selling units from your TPI PGIA.

Buying and Selling Costs are incurred as part of the trade when investments are bought or sold.

When buying or selling any assets which are not mutual funds, you will need to pay any charges applied by our custodians, capped at £5 for the first £10,000 of any trade and then 0.05% for any amounts above that.

Product Costs

In addition to the above, there will be product costs and charges including charges related to the underlying investments ("Product Costs"). Product Costs will depend upon the specific underlying investment.

You will also have to pay any regulatory transaction charges and further details can be provided upon request.

Product Cost	Calculation	Frequency
Ongoing Charges All ongoing costs and charges related to the management of the funds within the product that are deducted from the value of the financial instrument during the invested period, including management fees and service costs.	Charges are expressed as a percentage of the fund value. The charges are automatically deducted from the fund itself rather than being charged directly to you.	Daily, reflected in the fund unit price.
Buying & Selling Costs All costs and charges incurred as a result of the acquisition and disposal of investments by the fund manager.	Charges are calculated by reference to the value and nature of trades within the fund and are reflected in the price or performance of the fund, rather than charged directly to you.	Daily, reflected in the fund unit price.
Entry & Exit Charges All costs and charges (included in the price or in addition to the price of the financial instrument) paid to product suppliers at the beginning or at the end of the investment in the financial instrument, including product manufacturing and distribution fees.	Charges may be applied at the beginning or end of an investment and calculated as a percentage of the trade value or a fixed value.	Transactional, reflected in the fund unit price.
Performance Fees Costs and charges for the performance fees and carried interests that may be calculated by the administrator separately from the ongoing charges of the financial instrument.	Costs and charges paid for from the fund where the fund manager has met or exceeded specific investment performance targets. Not all funds have performance fees. You can find out about these by referring to the Fund Factsheet.	Incidental, reflected in the fund unit price.

For investments outside of the True Potential Portfolios and True Potential fund range, we rely on fund managers and other third parties to provide us with information to calculate the Product Costs. If the latest information has not been made available by the fund manager, we may need to estimate the Product Costs based on the most recent information we have.

To calculate the Product Costs paid, we apply the charge information received from the fund manager(s), which is expressed as a percentage of the investment value, to the daily value of your investment, based on the average value of your investment over the reporting period.

Product Costs are deducted from the value of the investment units daily by the fund manager and are reflected in the unit price, and therefore are not visible as transactions on your account. For this reason, we perform a calculation to express these costs as a monetary amount.

Section B – TPI PGIA Terms & Conditions

Third-Party Payments

Third-Party Payments are payments made or received by True Potential Investments to or from third parties in connection with the investment service provided.

True Potential Investments does not currently make or receive any Third-Party Payments in relation to your account. In the event that Third-Party Payments are introduced, we will communicate this to you and set out the nature and impact of such payments.

Please refer to your Portfolio Factsheet or Fund Factsheet and Personalised Illustration document for further details.

1.5 Carrying out transactions in your True Potential Investments account

1.5.1 Form of instructions

We will only act on instructions from you as communicated through you, your authorised financial adviser on your behalf, or your pension scheme. If we receive an instruction from a third party, for example another financial services provider, we will always require your approval before acting on that instruction.

Where you fail to provide the information required, or fail to comply with these terms, or where the instruction in question is otherwise incomplete or ambiguous, we shall be entitled, at our discretion, to:

- Delay the acceptance of the instruction whilst we seek clarification from you or, in the case of a cash transfer instruction, identify the True Potential Portfolio in question;
- Reject the instruction; or
- Execute the instruction in respect of the investment, or such class or designation of the investment, which appears to be the closest to the True Potential Portfolio described in your instruction, without liability to you for any loss which you may incur as a result.

Where you request that we cancel an instruction, prior to completion of the transaction in question, we will use reasonable steps to cancel the instruction. However, if we are unable to cancel the instruction in question, we shall have no liability.

In accordance with the rights afforded to TPI under the terms set out in the TPI Dealing and Custody Service Agreement, TPI reserves the right to sell or realise in any other manner (including liquidation) any investment allocated to your account which we consider to be prejudicial to the operation, tax or regulatory status or integrity of your account.

In exercising the rights above, we will consider, amongst other things:

- Any current or proposed legal, regulatory or other official requirements applicable to the operation of the account;
- Whether the relevant True Potential Portfolio has become valueless; and
- Whether the relevant True Potential Portfolio is, directly or indirectly, contrary to these Terms & Conditions, contrary to public policy (for example, where it is in a company whose activities are regarded by us as being illegal), or unethical or otherwise of a nature that may be of detriment to our reputation.

Section B – TPI PGIA Terms & Conditions

1.5.1 Form of instructions

Where TPI invests, divests or modifies your holding at any time in accordance with the rights afforded to them under the terms of the Discretionary Management Service Agreement, you will be deemed to have given TPI an instruction to execute on your behalf. The details of an instruction, which we have received and accepted, will be set out in your True Potential account as well as a contract note, which will be available online through your personal True Potential Client Site.

1.5.2 Withdrawal instructions

You can elect, by way of a valid instruction, to have withdrawals paid to your Pension Scheme's Nominated Account on a single or regular basis, subject to any applicable contractual, legal or regulatory restrictions and to such Instruction being for no less than any minimum that might apply. Money will normally be in your bank account within 10 working days from the date we receive a valid instruction, but in certain circumstances may take longer.

Payments of regular withdrawals will be made:

- Monthly, quarterly, biannually or annually; and
- On the date selected by you the client between the 1st and 28th of each month (or, where this is not a Banking Day, the immediately preceding Banking Day).

All withdrawals are subject to a right of set-off against any monies which you owe to us, but which remain unpaid at the time in question.

1.5.3 Instruction conditions

- Instructions for cash withdrawals will only be paid by direct credit to the Nominated Account linked to your account;
- All instructions are deemed to be inclusive of costs, expenses and charges unless expressly notified otherwise by us; and
- You are prohibited from giving any instructions if, at the time in question, you are situated in the USA.

1.5.4 Variation to normal business hours in December

Notwithstanding anything to the contrary in these Terms, our offices will close at 12pm on the Business Day immediately before Christmas Day and on the Business Day immediately before New Year's Day.

1.6 Cash

1.6.1 Cash deposit instructions and cleared funds

Where the balance of cash falls to £0, we may, at our discretion, sell investments in your TPI PGIA to a value equal to or as near as possible (rounding up) to the value of any withdrawals for which we have instructions to settle within 10 working days of the sale date, subject additionally to the minimum investment sale.

Section B – TPI PGIA Terms & Conditions

1.6.2 Interest

TPI pays client interest on a quarterly basis in arrears. The cash interest paid represents interest earned on the cash you have held in your investment during the period. Once this has been calculated, a quarterly interest payment cycle will deposit the money into your investments held on the True Potential Platform. As these cash deposits are short-term with interest paid quarterly, withholding tax is not applicable and interest is therefore paid gross to clients. TPI retains a treasury charge of 70bps for maintaining the complete client money pool. The process, rates and treasury charge are subject to change as and when required by TPI. TPI use a dynamic rate as per the total cash holdings on the day and the amount owed to clients is computed daily.

1.6.3 Use of cash

Cash will be used to debit from you:

- The amount of any payments made to our client money bank account in respect of which we have received an instruction from you;
- The amount of Our Platform charges payable; and
- Any other applicable charges which may be due from time to time.

To credit to you as new cash:

- Cash deposits which you make from time to time;
- The proceeds of sale of your investments in respect of the TPI PGIA (net of all costs, charges, fees, expenses, duties or other liabilities in connection with such sales);
- Income (including, without limitation, dividends) received in respect of Investments allocated to the TPI PGIA; and
- Interest, in accordance with the provisions set out previously; and where it is not permissible by law and/or regulation to debit or credit such amounts from, or to the cash balance of the TPI PGIA in question, or where we from time to time consider such debit or credit of cash would be prejudicial to the operation of the TPI PGIA or to the tax or regulatory status or integrity of the TPI PGIA, we will make such debits and/or credits from and/or to your cash account instead.

1.6.4 Settlement

Where a transaction relating to Customer Assets is due to take place on a particular date, we may record it as happening on that date, even if there is a delay. However, if the problem is not resolved promptly, we may adjust its records to show that the transaction did not in fact take place.

1.6.5 Cash held in your account

The Cash within your TPI PGIA is held in a client money account at a Bank/Credit Institution of our choosing and these accounts are operated in accordance with the client money rules of the FCA. Any income accruing to the investments held within your TPI PGIA will be credited to your account usually on a gross basis.

Section B – TPI PGIA Terms & Conditions

1.7 Electronic Documentation

By agreeing to these Terms you agree to all your documents relevant to your transactions (Contract Notes, Statements and Custody Statements, etc.) being placed electronically within your personal True Potential Client Site. Should you require paper copies of documentation please contact us in writing at:

True Potential Investments
Newburn Riverside
Newcastle upon Tyne,
NE15 8NX

Copies of documentation will be provided upon request.

1.8 Closing of your Account

1.8.1 Closure by you

Generally, the manner in which accounts are closed will be for the investments to be:

- Encashed and the net sale proceeds paid to your pension scheme's nominated bank account by BACS transfer;
- Encashed and the net sale proceeds to be transferred to another investment account provider;
- Transferred in specie (if available) to another investment account provider; or
- Transferred to another True Potential Investments account.

We will follow your instruction to the extent that it complies with these Terms & Conditions and does not breach any legal or regulatory restrictions.

Immediately prior to the withdrawal or transfer of cash and/or Investments, we will first deduct all costs, charges, fees, expenses, taxes, levies or other liability of whatever description which have accrued in respect of the TPI PGIA in or before the date of the transfer or withdrawal and which are calculated but have not yet been paid.

Notwithstanding the closure of your TPI PGIA, you will remain liable for any, costs, charges, fees, expenses, or other liability of whatever description which have accrued in respect of your TPI PGIA prior to the date of such transfer or withdrawal but which have not been so deducted until such time as they are paid in full by you.

Section B – TPI PGIA Terms & Conditions

1.8.2 Closure by us

We are entitled to close your TPI PGIA where:

- Where we have a right of termination as set out in these terms.
- You have failed within a reasonable timeframe to provide any documentation we have requested from you in order that we can fulfil our regulatory or statutory obligations (including, but not limited to, the failure to provide suitable evidence to enable you to verify your identity in accordance with anti-money laundering rules and regulations in force); or
- We are obliged or instructed to do so by the terms of a Court Order.

During the period from the date of the notice of closure and the date on which the final cash is returned to your investment account provider or deposited into your Nominated Account(s), your TPI PGIA will be frozen.

Where the balance of your Cash within the TPI PGIA cannot be returned to your investment account provider or transferred to your pension scheme's Nominated Account due to a legal or regulatory restriction, we will accept your instruction as to where to transfer this balance to, provided that the instruction does not breach any legal or regulatory restriction.

We will not be liable to you for any, costs, charges, fees, expenses, taxes, levies or other liability of whatever description which are triggered, accrued or crystallised by the closure of your TPI PGIA.

1.9 Our role

TPI has full authority to:

- Execute actions on your behalf which may be reasonably required to enable us to execute a transaction on your behalf;
- Hold your account(s) and undertake any necessary custodial, settlement or administrative steps in order to administer that account;
- Transfer cash or investments, which we hold on your behalf, in connection with the settlement of transactions;
- Select trading venues to effect transactions on your behalf (for further details of this please refer to our Best Execution Policy);
- Amend, negotiate, execute or otherwise bring into effect all such relevant agreements in the name of or on behalf of you; and
- Take any other action (inclusive of, and without limitation, day to day decisions) that we reasonably consider to be necessary or desirable under these Terms.

In order for us to carry out our services under these Terms, you will execute and deliver any authorisations and documents as may be reasonably necessary.

We will not:

- Provide investment or tax advice; or
- Assess the suitability of the TPI PGIA.

Section B – TPI PGIA Terms & Conditions

1.9.1 The True Potential Platform

TPI is responsible for the Client Money Bank Accounts ("Client Money Accounts"). These accounts are used for the administration of any cash received and paid to you for the purposes of investments.

When we place trades for you, they are placed in the name of True Potential Nominee Limited on behalf of TPI. Once the transactions have been completed, the assets are held in the name of True Potential Nominee Limited on the behalf of TPI.

1.9.2 Safe custody of assets

All client custody accounts are operated in accordance with the applicable FCA Regulations. Under the applicable regulations, we are required, amongst other things, to "make adequate arrangements to safeguard clients' ownership rights and to prevent the use of safe custody assets belonging to a client on the firm's own account".

We have procedures in place designed to meet the following obligations:

- Records and accounts are kept as necessary to enable us to distinguish safe custody assets held for one client from the safe custody assets held for any other client and from our own applicable assets; and
- Reconciliations are made to our own internal accounts and records and those of any third parties with whom safe custody assets are held (i.e. Sub- Custodians).

A third party may be appointed to administer and hold certain asset types. In appointing such a party, all client assets may be held in an omnibus position. This means that certain securities may therefore be registered collectively in the same name for all clients therefore your individual entitlements may not be identifiable by separate certificates or other physical documents of title. We shall have responsibility for any matters properly relating to your assets including, without limitation, the safekeeping of your investments and the settlement or clearing of your transactions.

1.9.3 Cash deposits and client money

All client cash deposits and redemption proceeds are held in a client money bank account at a Bank/Credit Institution of our choosing. All the client money accounts are operated in accordance with the applicable FCA Client Money Rules.

We have made arrangements to ensure that all client money bank accounts are segregated from our own assets and the name of the client money accounts also makes it clear that the assets held within the account are for the benefit of clients and not ourselves. Further Client money accounts can be opened by us with other authorised banks/Credit Institutions held inside and outside the EEA in accordance with FCA client money rules. We regularly review our policy for the selection of banks; with the security of client's money being the primary consideration. All client money bank accounts are pooled meaning that they are held together with other client assets held for us (i.e. they do not have an individual client money bank account for each client). However, we are at all times able to distinguish between the assets held for one client and the assets held for another client. In the event of a failure of the bank where it is unable to meet any of its liabilities, compensation may be available under the Financial Services Compensation Scheme (FSCS). Full details of the arrangements under the FSCS are available on their website at **www.fscs.org.uk.**

Section B – TPI PGIA Terms & Conditions

1.9.4 Fractional holdings and mandatory corporate actions

From time-to-time trading instructions and events such as dividend reinvestment or corporate actions may result in you receiving a fraction of a unit or share in an asset (typically less than one unit or share). Where you receive a fraction of a unit or share in an asset traded on an exchange we will sell the relevant fractions and pay the proceeds to you as cash on your account.

There may be situations where we are unable to sell the fraction on the open market, or we are no longer able to administer that fractional unit or share and/or it is disproportionately expensive for us to continue to administer that fractional unit or share on your account. This may result in True Potential Investments removing the fraction of a unit or share you may hold and replacing it with a small cash balance to an equivalent value, on your account.

If the fraction of a unit or share in an asset has a monetary value of less than one penny sterling (GBP), cash proceeds received by you as a result of True Potential Investments selling the fraction will be rounded up to the nearest whole penny sterling (GBP).

Where there is a mandatory Corporate Action which leads to an asset merger and acquisition, True Potential Investments will automatically update all current standing and future investment instructions held for a client account with the new asset International Securities Identification Number (ISIN) if required. A client will be notified in advance of any Corporate Actions requiring a change to the investment ISIN held.

2. Communications with you

We will rely on any communication, which we reasonably believe to have been made by you. We have appropriately strict security procedures in place to help protect your account and to verify your identity, so you will be required to honour any instruction made by you or on your behalf and you will be responsible for expenses incurred. You are responsible for providing us with correct and up to date contact details, including your postal and email address. If you change your postal or email address in the future, please tell us immediately.

Our main form of communication with you will be through your financial adviser, your online personal True Potential Client Site and by email to the address you have provided. When we write to you by post we will do so by standard class mail (or on request, we can send it by registered post at your expense). We are not responsible for the loss of any documents, or the cost of replacing them, or for any other loss, cost or expense resulting from delay, or failure of delivery of, any communication we send or receive. Provided that we send you correspondence to the email address and/or postal address you have provided, we will not be deemed to have failed in any duty of privacy, nor be liable for any losses, costs or expenses which may arise from a third party intercepting the communications.

Please note that all communications made by us will be made in English.

Section B – TPI PGIA Terms & Conditions

3. Best Execution Policy

All orders are transmitted in a timely manner as covered in our Best Execution Policy and we are responsible for the transmission of these instructions on your behalf. Our own processes for aggregating orders can sometimes act to your disadvantage. Where that happens, both parties will always put you back in the position you would have been had the disadvantage not been suffered.

All Instructions are carried out in accordance with our Best Execution Policy to ensure that, in the course of transmitting, routing and placing Instructions on your behalf on an aggregated basis, we obtain the best possible result for you on a consistent basis.

4. Limitation of liability

TPI give no assurances or guarantee that the value of your investments will not go down or that your investments will generate a profit or income.

We do not guarantee your savings goals will be achieved and will not be held responsible for some or all of your investment objectives not being achieved.

We shall not be liable for any error of judgement or any loss suffered by you in connection with the services it provided to you under these Terms unless such losses arise from the negligence, wilful deceit, dishonesty or fraud by it or any of its employees.

We shall not be liable for any losses suffered by you including losses arising from:

- Negligence, wilful default, fraud or insolvency of any other person;
- TPI carrying out or relying on instructions or any information provided or made available to us by you, or any person appointed by you;
- Market conditions or changes in market conditions; and
- Any delayed receipt, non-receipt, loss or corruption of any information contained in an email or for any breach of confidentiality resulting from an email communication.

TPI shall not be liable to you for any, costs, charges, fees, expenses, taxes, levies or other liability of whatever description which are triggered, accrued or crystallised by following an Instruction from you (or which we, acting in good faith, believe to be from you), or by us exercising our rights under these Terms.

TPI will not be liable to the other in contract, tort (including negligence), or otherwise for any indirect or consequential loss or damage, however arising (including, but not limited to, indirect economic loss, loss of business, loss of data, loss of profits and third-party claims), whether or not that loss or damage was foreseeable.

Section B – TPI PGIA Terms & Conditions

4. Limitation of liability

Notwithstanding the foregoing, nothing in the provisions of the above terms operate so as to limit liability for death, personal injury, gross negligence, wilful default, or any other liability in respect of which limitation is prevented by law.

TPI shall not be liable for any default of any counterparty, bank, sub-custodian or other entity which holds money or investments on behalf of you or with whom transactions are conducted by you. We shall not be liable to you for any losses incurred by you, except where such losses are caused by our negligence, wilful default or dishonesty.

4.1 Steps TPI will take to recover losses/damages caused by a third party

TPI will take commercially reasonable steps to recover any losses or damages arising in connection to your assets where caused by the negligence, fraud or wilful default of a third party, but TPI cannot guarantee that it will be able to do so. Other than in relation to third parties whom TPI has appointed directly, TPI is entitled to be reimbursed for its reasonable costs and expenses incurred in taking such steps.

5. Conflicts of interest

Conflicts may arise in the course of our services. Accordingly, we maintain and operate effective arrangements to enable us to take all reasonable steps to identify conflicts of interest between you and us, or between you and another client, in order to ensure fair treatment. In determining what steps are reasonable, we will take into consideration the level of risk that the conflict may constitute to your interest together with its nature and materiality. We will notify you of any such conflicts identified which may entail a material risk to your interests. A copy of our Conflicts of Interest Policy is available on request.

6. Complaints

Please refer to Section A – Key Features for our complaints procedure.

7. Financial Services Compensation Scheme

Please refer to Section A – Key Features for more information on the Financial Services Compensation Scheme.

Section B – TPI PGIA Terms & Conditions

8. Data protection

The True Potential Group takes the privacy and security of your personal information very seriously. Our Privacy Policy sets out the basis on which any personal information we collect from you, or that you provide to us, will be processed by us. It also outlines your individual rights and how you can access this information. You can read our Privacy Policy at **www.truepotential.co.uk/privacy**

True Potential Investments hold a current and appropriate authority under the Data Protection Act 2018 to maintain and store your personal data. As such True Potential Investments will process and keep information obtained by True Potential Investments or given by you in respect of your dealings with True Potential Investments. True Potential Investments will only give out this information to people with whom True Potential Investments deal in the day to day operation of your Wrapper(s)/True Potential Investments Account(s), to people who are acting as our agents, to anyone to whom True Potential Investments transfer or may transfer our rights and duties, to you, as necessary in the general course of our business, or as required by law, court order or regulation on the understanding that the information will be kept confidential. Otherwise True Potential Investments will keep your personal data confidential. From time to time True Potential may contact you with pertinent marketing information that may be of use to you. True Potential Investments may transfer your data/ information to other countries outside of the European Union but only on the basis that those to whom True Potential Investments pass it provide a level of protection consistent with our own requirements/standards.

9. Our contact details

You can contact us at;

T: 0800 046 8007
E: platform@tpllp.com

Post: True Potential Investments
Newburn Riverside
Newcastle upon Tyne NE15 8NX

Please note, all communications between yourself and us will be made in English.

10. Applicable law

Unless otherwise provided, the terms of your TPI PGIA are governed by the laws of England and Wales.

Section B – TPI PGIA Terms & Conditions

11. Your TPI PGIA

A TPI PGIA serves as an investment account and enables you to invest in True Potential Portfolios.

11.1 About you

To be eligible to invest in a TPI PGIA, you must be a UK registered pension scheme.

11.1.1 You and your financial adviser

- To be your Financial Adviser in respect of your Investments held on the TPI Platform, the firm in question must be registered with TPI. Where you appoint a Financial Adviser, you are deemed to have appointed the firm as well. TPI will accept any other Financial Adviser from the same firm to act in your interests in respect of your Wrapper(s) / TPI Account(s). TPI are authorised to accept Instructions from your Financial Adviser or any other Financial Adviser from the same firm as if they were your direct Instructions.

Should you change your Financial Adviser, you should inform TPI as soon as possible by means of:

- An original or certified copy letter of authority (addressed to your new Financial Adviser);
- An original or certified copy letter to your new Financial Adviser accepting their terms of business; or
- A letter from you notifying us of your appointment of a new Financial Adviser and setting out the new Financial Adviser's details.
- We shall assume that your request to change Financial Adviser relates to all assets held on the TPI Platform unless you state otherwise. If you receive any correspondence from us that contains incorrect details about your Financial Adviser, you must notify us immediately and at the latest within 14 days of receipt of the correspondence.

11.2 Opening your TPI PGIA

By agreeing to these Terms & Conditions, you will be deemed to have made all the required declarations with regard to the TPI PGIA application and will be treated as if you had signed the Application Form and agreed to these declarations and Terms & Conditions. Your application will not proceed if your identity has not been properly certified, including your date of birth and address as set out in the declarations section of the Application Form.

Before we consider your application, additional checks may be carried out, which can include by electronic means using a third party, to establish proof of your identity and residence.

11.3 Minimum and maximum payments

There is no upper limit to the amount of money that can be held within your TPI PGIA account.

Section B – TPI PGIA Terms & Conditions

11.4 Tax

While there is no special tax treatment of investments held within your TPI PGIA, it will be subject to Income Tax and Capital Gains Tax in accordance with your individual tax position. You have unrestricted access to the account at any time and chargeable gains (from all sources) will be taxable only if they are above the Annual Allowance set by HMRC. At the end of each tax year, we send you a tax statement detailing all dividends and interest received which may help with your tax self-assessment, a copy of this will also be uploaded to your Client Site. You may wish to speak to your Financial Adviser for help with your tax position.

11.5 Transfers

11.5.1 Transfers in to your TPI PGIA

You can transfer investments to your TPI PGIA, subject to the following terms:

- Our acceptance of your application in accordance with all applicable laws and regulations;
- Our appointment under these terms will start from the date of activation of your TPI PGIA, following receipt and our acceptance of a valid transfer application submitted;
- Upon completion of the transfer of your investments to us, your TPI PGIA will be subject to these terms; and
- All transfer requests will be carried out within a reasonable timeframe and in an efficient manner.

You acknowledge that any such transfer may require TPI to carry out additional identity checks and that you agree to provide to TPI additional information to confirm your identity and circumstances upon request. In specie transfers are permitted (if available).

11.5.2 Transfers out of your TPI PGIA

Before transferring out of your TPI PGIA you should be aware of the following information:

- You can arrange to transfer out the whole or part of your TPI PGIA;
- Your investments can be transferred in specie (if available);
- The receiving PGIA provider may make a charge for accepting the transfer; and
- All transfer requests will be carried out within a reasonable timeframe and in an efficient manner.

If you are charged for re-registering an investment you will need to settle these charges directly. We don't pay re-registration fees, nor will we deduct such fees from your investments. Please be aware that encashment of your TPI PGIA will crystallise any gains with consequential capital gains tax liabilities.

Section B – TPI PGIA Terms & Conditions

11.6 Closing your TPI PGIA

Your TPI PGIA can be closed at any time. However, you should be aware that you will receive back the contribution or other form of deposit in question less any amount by which any relevant investments may have fallen in value.

You must take into consideration the date on which:

- We accept your application;
- You make any single contribution or other form of deposit; and
- The first deposit is made in respect of regular deposit.

11.6.1 Cancellation rights

You have a 14-day cancellation period, from the date of your Account Application submission , during this period, if no investment purchases or cash transfers have been made, there will be no net cost to close your TPI PGIA.

If you are within the 14-day cancellation period and an investment purchase or cash transfer has been made and as a result the True Potential Platform Charge has been taken, this will be refunded. However, you should be aware that you will receive back the investment less any amount by which the investment may have fallen in value.

If you have made a request to transfer an existing account from another provider then notify us that you wish to cancel, if the funds have not been received from the original provider we will contact them on your behalf and ask that the transfer is cancelled. If the funds have been received from the original provider, again we will contact them and ask that they allow the funds to be returned. Please be aware that this is subject to each provider's cancellation terms and may differ.

Upon receipt of a notification to cancel, we will return the funds to the account from which they came by BACS. If the funds have been invested, then it will take approximately ten working days to sell down into cash to return.

If you decide to cancel your TPI PGIA, then you will need to inform us via any of the below: You can contact us at;

Post: True Potential Investments
Newburn Riverside
Newcastle upon Tyne
NE15 8NX

T: 0800 046 8007
E: platform@tpllp.com

We will act on your notification of cancellation the date it was dispatched.

Section B – TPI PGIA Terms & Conditions

11.7 Changes to the Terms

We may make reasonable and appropriate changes to these Terms at any time, for reasons including but not limited to the below:

- To meet current or future changes in law;
- To reflect new industry guidance or codes of practice;
- To correct inaccuracies, errors or omissions;
- To make the Terms easier to understand;
- To reflect any changes to the services provided;
- To reflect any changes in our systems, processes and procedures.

If we make any changes to these Terms, the latest version will be available in the Documents section of your Client Site. You should refer to the Terms regularly.

Where we reasonably consider that changes to the Terms are material or detrimental to you we will notify you, giving you a minimum of 30 days' notice of the proposed change.

Changes that are necessary due to reasons outside of our control (including but not limited to changes in legislation) and/or which are immaterial and/or not to your detriment may take effect immediately and without notice.

If you are not happy with any change we make or plan to make to the Terms, you can close your TPI PGIA in accordance with these Terms.

True Potential® Investments

Head Office: Gateway West, Newburn Riverside, Newcastle upon Tyne, NE15 8NX

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