Terms & Conditions for Platform Services

(Third Party Products Only)

True Potential®
Investments

Third Party Products

The True Potential Platform allows you to hold a range of Investments and use the Platform Services, which includes: the dealing, execution, custody, safeguarding and administration of those Investments.

Certain Third Party Products can be operated by you (or your Adviser) on the True Potential Platform through an Investment Account. The types of Third Party Products for which we may provide an Investment Account include onshore bonds, offshore bonds, and self-invested personal pension products.

Your Adviser will be able to provide you with details of the Third Party Products available and the applicable terms, charges and associated documents. Where you no longer have an Adviser, you should contact the True Potential Platform Client Servicing Team or the Third Party Provider directly if you have any questions.

Purpose of this Document

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

You can find relevant Definitions on page 9. These Definitions apply to this information document and also the Terms.

This document and the Terms are relevant to Third Party Products only, and cover the Platform Services relevant to your Third Party Products, including:

- Viewing and managing your Platform Account;
- Buying and selling Investments;
- Carrying out your Investment instructions (we handle the dealing and execution);
- Making sure your transactions complete properly (settlement);
- Moving money in and out of your Third Party Products (payments and withdrawals); and
- Keeping your Assets and Cash safe (custody and safeguarding).

This document, and the Terms, should be read in conjunction with the:

- Terms & Conditions of the relevant Third Party Product (provided as part of your application);
- Key Features of the relevant Third Party Product (provided as part of your application)
- True Potential Investments Dealing and Custody Service Agreement (where applicable); and
- Best Execution Policy (where applicable).

You should read these documents carefully and keep them in a safe place. All of the above documents can be found in your True Potential Client Site (where applicable).

True Potential Platform Service Risks

We are not responsible for advising you regarding the features, benefits or risks of any Third Party Product. We will also not consider the appropriateness or suitability of any Investments you make. The availability of a particular Third Party Product on the True Potential Platform, and any features or options available through the Platform Services, does not imply that the Third Party Product or the True Potential Platform is suitable for you. If you are unsure, you should seek advice from your Adviser.

The risks associated with the True Potential Platform and Platform Services are:

Market execution risk: Prices can move between the time you or your Adviser send instructions and when we receive and carry out those instructions, particularly in volatile or illiquid markets.

Order handling risk: There may be a delay in executing your instructions in the market or we may not be able to complete your instruction. For example:

- A fund manager may suspend the buying and selling of units;
- We are unable to find a party willing to buy or sell the shares you have instructed us to transact;
- We place a particularly large trade in a single fund or Asset; or
- If a counterparty does not complete a trade after the terms of that trade are agreed.

Best execution risk: While we will take reasonable steps to achieve best execution of your instruction taking account of various factors including price, costs, speed and certainty of execution, this is not guaranteed. Your instructions may be aggregated with instructions from other clients to achieve the best overall execution terms, however, there may be circumstances where this does not work to your individual advantage. Please see our Best Execution Policy for further details.

Investment and cash pooling: Your Assets and Cash may be pooled with those of other clients in omnibus accounts and Client Money Accounts. While we maintain accurate records of all your Assets and Cash individually, any deficiencies in an omnibus account can create the risk of shortfall if there is any deficiency in the pool.

Counterparty default risk: In the unlikely event that counterparty that we appoint becomes insolvent, there may be a delay in returning Assets held on your behalf, or a potential shortfall in the amount of Assets recovered.

Bank default risk: Any Cash Balance is held on deposit with an appropriate bank, in a designated Client Money Account. In the unlikely event that the bank becomes insolvent, there may be a delay in returning Cash held on your behalf, or a potential shortfall in the amount recovered.

UK Residency status risk: The True Potential Platform and Platform Services are designed for use by those who are UK residents for tax purposes (according to HMRC rules). If you do not meet this criteria, the True Potential Platform may not meet your needs.

True Potential Platform Service Risks

Investment risk: The value of your Assets on the True Potential Platform can fall as well as rise, so you may not get back the amount you invest. Charges can also vary and affect what you may get back. There may be additional risks associated with investing in a particular Investment such as currency, inflation and/or liquidity risk. We are not responsible for advising you regarding the features, benefits or risks of any Third Party Product. Where you have an Adviser, they should provide you with relevant information on all the risks that may be relevant to each of your Investments.

Third Party Product risks: For risks associated with the products and services provided to you by your Third Party Provider rather than by us, please see the information provided separately within the Key Features and Terms & Conditions for your Third Party Product.

1. Who are True Potential Investments?

The firm and our services

We are True Potential Investments LLP ("**True Potential Investments**", "**we**", "**us**"). True Potential Investments was established 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 became a regulated platform operator, and we own the True Potential Platform. True Potential Investments is also part of the wider True Potential Group, which also includes an investment manager, pension operator and administrator.

2. What is the True Potential Platform?

The True Potential Platform is a technology platform which is operated by True Potential Investments. The True Potential Platform allows you to hold a range of Investments and use the Platform Services.

The Platform Services include:

- Allowing you to view and manage your Investment Accounts (including Third Party Products);
- Allowing you to buy and sell Investments;
- Carrying out your Investment instructions (we handle the dealing and execution);
- Making sure your transactions complete properly (settlement);
- Moving money in and out of your Investment Account(s) (payments and withdrawals); and
- Keeping your Assets and Cash safe (custody and safeguarding).

True Potential Platform Service Risks

3. What is your Platform Account?

Your Platform Account is the client record on the True Potential Platform that we open in your name.

Your Platform Account does not constitute a bank account, custody account, investment account, or any other account held by you. It is maintained by us solely for the purpose of allowing you to view and administer your Investment Accounts on the True Potential Platform.

4. What is the True Potential Client Site?

Your unique True Potential Client Site allows you to view and administer multiple Investment Accounts, which in turn hold underlying Assets and Cash. The details of your True Potential Client Site will be provided to you by your Adviser.

When you visit the True Potential Client Site for the first time, you will be prompted to set your own pass phrase that must be kept secure.

By agreeing to The Third Party Terms & Conditions you agree to all the documents relevant to your transactions being placed electronically within your True Potential Client Site (such as contract notes, statements and custody statements etc.)

Should you require paper copies, please contact us in writing at:

True Potential Investments LLP
Newburn House,
Gateway West,
Newburn Riverside,
Newcastle upon Tyne,
NE15 8NX

5. How can I invest in Third Party Products?

The Third Party Products available via the True Potential Platform are typically aimed at Retail Clients who have an Adviser.

If you are interested in investing in a Third Party Product, you should discuss this with your Adviser. Your Adviser will be responsible for advising you regarding the Third Party Product, including undertaking any relevant eligibility and suitability checks. Your Adviser will also be responsible for completing the relevant application on your behalf, via the True Potential Platform.

Once we have received your application, we will notify the relevant Third Party Provider, who may also conduct further eligibility and suitability checks, as well as relevant regulatory checks (e.g. Anti-Money Laundering).

Where you no longer have an Adviser, you should contact the True Potential Platform Client Servicing Team or the Third Party Provider directly if you have any questions.

True Potential Platform Service Risks

6. Where can I find the Key Features and Key Information about a Third Party Product?

The relevant Third Party Provider is responsible for providing you with the Key Features and Key Information relating to any Third Party Product. This is normally provided during your application.

If you have any questions or you wish to see a copy of this documentation, you should speak to your Adviser.

7. How are instructions involving Third Party Products managed?

True Potential Investments does not provide advice to you or your Adviser.

For Third Party Products, your Adviser will issue instructions directly to the relevant Third Party Provider. True Potential Investments will act upon the instructions of your Adviser or the relevant Third Party Provider only.

The relevant Third Party Provider determines how instructions must be provided to them. Your Adviser is responsible for following these requirements.

Once you (or your Adviser) have issued instructions to the relevant Third Party Provider, the Third Party Provider will then instruct True Potential Investments to carry out the relevant transaction(s).

Please note that the overall timescale for the relevant transaction depends on factors outside of our control (including, for example, the time taken for your Adviser to provide the instructions and the time taken for the Third Party Provider to process instructions on their systems).

We will always aim to carry out your instructions as soon as reasonably practicable and within a reasonable timeframe as soon as we receive them, however, we shall not be liable for any delays, errors or omissions arising from the actions of your Adviser or Third Party Provider.

Where you no longer have an Adviser, you should contact the True Potential Platform Client Servicing Team or the Third Party Provider directly if you have any questions.

8. How much can I invest in Third Party Products? Are there any minimum amounts?

There may be limits on how much you can invest in a Third Party Product. There may also be minimum amounts for top-ups / deposits.

This will depend on the relevant Third Party Product. This will be detailed in the Terms & Conditions of the relevant Third Party Product. If you have any questions, you should contact your Adviser or the relevant Third Party Provider.

9. What tax will I pay?

This will depend on the relevant Third Party Product and your personal circumstances. This will be detailed in the Terms & Conditions of the relevant Third Party Product. If you have any questions regarding the tax treatment of any Third Party Product, you should contact your Adviser or the relevant Third Party Provider.

True Potential Platform Service Risks

10. How are payments made between True Potential and the Third Party Provider?

Payments relating to a Third Party Product will be made to or received from the relevant Third Party Provider only; no payments will be made directly to you or received directly from you.

11. When can I take money out of my Third Party Product?

This will depend on the relevant Third Party Product. This will be set out in the Terms & Conditions of the relevant Third Party Product. If you have any questions, you should contact your Adviser or the relevant Third Party Provider. Charges may apply.

12. What happens if I no longer have an Adviser?

True Potential Investments will not provide you with advice regarding any Third Party Product.

Where you no longer have an Adviser, our servicing teams will direct you to the relevant Third Party Provider. You will need to liaise with the Third Party Provider regarding any instructions, withdrawals or closures.

If, at any time, you no longer have an Adviser, you must inform True Potential Investments and the relevant Third Party Provider as soon as possible.

Unless and until you or your Adviser inform us that you no longer have an Adviser, your Adviser will continue to be able to view and access your Investment Accounts (including any Third Party Products) and issue instructions. Relevant Adviser Charges may also continue to be charged.

We accept no liability for continuing to act upon instructions from your Adviser where you have failed to inform us of their termination. We will not reimburse you for any relevant Fees or Charges which have been applied due to your failure to notify us of a change or termination of your relationship with an Adviser.

Where your Adviser tells us that they are no longer appointed to act on your behalf, we will remove their access to your Investment Accounts (including any Third Party Products) and, where relevant, stop facilitating any ongoing Adviser Charges and inform you that we have done this.

13. What if I change my mind about a Third Party Product?

The cancellation or closure of a Third Party Product will remain subject to the Terms & Conditions of that specific product. You should consult with your Adviser and/or the relevant Third Party Provider before taking any action.

We can only facilitate the cancellation or closure of a Third Party Product where the relevant Third Party Provider agrees and all applicable requirements have been met.

True Potential Investments will not charge you for cancelling or closing a Third Party Product. However, the relevant Third Party Provider may apply charges, and you should speak with your Adviser about this.

True Potential Platform Service Risks

14. What if I change my mind about the True Potential Platform / Platform Services?

If you wish to stop using the True Potential Platform and Platform Services, you (or your Adviser) must provide True Potential Investments with written notice. We will follow your instruction to the extent that it complies with the Terms & Conditions of your Investment Account and does not breach any legal or regulatory restrictions.

Please note that ceasing to use the True Potential Platform and Platform Services will require all Investment Accounts held on the True Potential Platform to be closed, including any Investment Accounts relating to Third Party Products. Please see Question 13 above for information about closure and transfer of Third Party Products.

To understand the alternative services available and the options open to you regarding any Third Party Products, please speak to your Adviser or the relevant Third Party Provider.

15. What happens if I die?

If we are made aware of your death, we will take reasonable steps to share this information with the relevant Third Party Provider. However, the responsibility for informing the Third Party Provider will ultimately rest with your Adviser and/or your estate.

16. 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.

True Potential Platform Service Risks

17. Fees & Charges

There may be applicable fees and charges from the relevant Third Party Provider. These will be set out in the Terms & Conditions of the relevant Third Party Product. Your Adviser is responsible for explaining the fees and charges applicable.

The following types of Fees and Charges may apply in relation to our services and/or the relevant Third Party Products – this is indicative and is not intended as a comprehensive list:

- Service Costs;
- Product Costs; and
- Third Party Payments.

The Service Costs, Product Costs, and Third Party Payments set out below describe the possible charges that may apply to your Third Party Product.

In this section, where we refer to Product Costs, these are the Fees & Charges relating to the Assets within your Investment Account. 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.

Fees and Charges may vary depending on the type of Third Party Product you apply for, the options you select when making your application and the funds you invest in.

Your Adviser will provide you with full details of all Service Costs, Product Costs and Third Party Payments that may apply in relation to the True Potential Platform and Investments you hold within your Third Party Product before you submit your application.

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

1.1 Service Costs

"**Service Costs**" are charges that we or your 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 the cost of:

• 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):
<table>
<tr><th>Total Current Value of Invested Assets on the True Potential Platform*</th><th>Applicable Tier</th></tr>
<tr><td>First £150,000</td><td>0.40%</td></tr>
<tr><td>Next £350,000
(Over £150,000 - £500,000)</td><td>0.30%</td></tr>
<tr><td>Next £4,500,000
(Over £500,000 - £5,000,000)</td><td>0.20%</td></tr>
<tr><td>Amounts Over £5,000,000</td><td>0%</td></tr>
</table>
*This amount includes invested assets only. It does not include any Cash Balances.

We then use this to determine the Effective Rate (or weighted average rate). This Effective Rate is allocated proportionally across all your policies (including Third Party Product).

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>
<td>Monthly in arrears</td>
</tr>
</table>

Service Cost	Calculation	Frequency
Platform Charge The Platform Charge covers the cost of: • Administration of investments; • Safekeeping of your assets; • Online access to your account; and • Online and telephone support.	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. **Trusts and Corporate Accounts** The application of the Platform Charge to Trusts will depend on how the Trust has been set up on the True Potential Platform. Please contact your Adviser or platform@tpllp.com for more information. Corporate Accounts are treated as separate legal entities, meaning the tiered charging structure will be applied to that individual Corporate Account, but the Corporate Account will not be combined with any other personal holdings on the True Potential Platform for the purposes of calculating the Effective Rate. Please contact your Adviser or platform@tpllp.com for more information and eligibility.	Monthly in arrears
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 Third Party Product 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 Third Party Product 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 Third Party Product.	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 a fixed amount or calculated as a percentage of the daily average value of your Third Party Product over the month.	Typically 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

True Potential Platform Service Risks

17. Fees & Charges

1.1 Service Costs

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 Third Party Product. This applies to all Service Costs except Initial Advice Charge and Buying/Selling costs.

Initial Advice Charges are typically deducted from Cash payments and transfers received into your Third Party Product, however, this may vary depending on the relevant Third Party Product and Third Party Provider. For in specie transfers, if there is insufficient Cash to cover the charge, the remainder will be raised by selling units from your Third Party Product.

True Potential Platform Service Risks

18. Complaints

We are sorry if you have a complaint relating to the True Potential Platform and associated Platform Services, please contact us at the following where we would be delighted to assist you:

True Potential Investments
Newburn House,
Gateway West,
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 FCA rules governing complaints.

If your complaint relates to the product or services of the Third Party Provider, please contact them in the first instance. If you are unsure which firm to contact, you can send your complaint to us and your Third Party Provider and we will liaise with them to agree which firm should investigate and respond. In some cases, a complaint may involve both firms, in which case we will coordinate our investigation and response with that firm.

A copy of our Complaints Management Procedure is available online at www.truepotential.co.uk/complaints and can be requested via any of the above channels and will of course 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. We will write to you with our final findings, after which you may contact the FOS if you feel we have not resolved the complaint to your satisfaction.

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.

True Potential Platform Service Risks

19. What is the UK Financial Services Compensation Scheme ("FSCS")?

Your Cash and Assets are held separately to our own bank accounts and investments. In the event that we, a sub-custodian or bank we use fails financially, your Cash and Assets would remain segregated. As part of any wind down process, the administrator is obliged to recover and return Cash and Assets to you. However, in the event that the relevant firm is unable to meet its liabilities to you in full, you may be entitled to redress from the FSCS. FSCS protection depends on the type of product you hold and whether you meet their eligibility criteria.

Further information is available from your Third Party Provider and the FSCS:

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 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.

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

Definitions

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

“**Adviser**” means any financial adviser or financial advice firm appointed by you to act on your behalf, such financial adviser firm being regulated by the FCA or an appointed representative or being regulated by an equivalent overseas regulator.

“**Adviser Charges**” means any fees or charges which you may need to pay your Adviser in return for their services, subject to your agreement with them.

“**Applicable Law**” means any law which applies in respect of these Terms and any relevant rules of any regulatory body (including FCA and HMRC).

“**Asset**” means an investment (other than Cash) 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).

“**Available Cash**” means the cash balance within the Investment Account(s), which is available for paying Charges, making withdrawals and placing trades.

“**Cash**” means any cash balances, distributions and other amounts received or receivable as cash in your Investment Account from time to time. For the avoidance of doubt, this does not include cash held within True Potential Cash Savings.

“**Cash Balances**” means any cash held within your Investment Account. For the avoidance of doubt, this does not include cash held within True Potential Cash Savings.

“**Client Money Account**” means an account at a bank which holds the money of one or more clients and is managed by us in accordance with Applicable Law.

“**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.

“**FCA**” means the Financial Conduct Authority or any successor regulatory body.

“**Fund**” means an FCA authorised investment fund available on the True Potential Platform.

“**HMRC**” means HM Revenue and Customs.

“**Investment Account**”: means any General Investment Account (GIA), Individual Savings Account (ISA), Junior Individual Savings Account (JISA), True Potential Personal Pension, or Third Party Products held in your Platform Account on the True Potential Platform. Investment Accounts hold the underlying Assets and Cash within them, and the associated transaction records.

“**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.

Definitions

"**Investments**" means Assets and Cash.

"**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.

"**Platform Account**" means the client record on the True Potential Platform that we open in your name to record all your Investment Accounts on the True Potential Platform. It allows you to administer and hold multiple Investment Accounts, which in turn hold the underlying Assets and Cash.

"**Platform Services**" means the services we provide, which includes: (i) access to the True Potential Platform which enables you and your Adviser to access a range of Investments and submit instructions in relation to your Investment Accounts; (ii) access to your Platform Account via the True Potential Client Site, allowing you to view key documents such as personal illustrations, Costs and Charges disclosures and quarterly valuation statements; and (iii) the safeguarding and administration of your Investments.

"**Retail Client**" means a client who is not a professional client or eligible counterparty as defined in FCA Rules.

"**Terms**" means the Terms and Conditions as set out in this document.

"**Third Party Product**" means a product or account which is provided by a third party rather than True Potential Investments, which can be operated via the True Potential Platform.

"**Third Party Provider**" means the provider of a Third Party Product.

"**True Potential Platform**" means the True Potential Platform which we operate subject to these Terms to allow you to hold a range of Investments via one or more Investment Accounts.

"**True Potential Client Site**" means your portal through which you access the True Potential Platform to view and manage your Platform Account and any Investment Accounts. We may also provide additional information, tools and other resources to keep you informed about investing generally.

"**You**" or "**Your**" means the person who does business with us under these Terms, including your personal representatives (where applicable).

Terms & Conditions

This section provides the terms and conditions for the True Potential Platform and associated Platform Services in respect of Third Party Products only (the "**Terms**"). Accordingly, these Terms are aimed at Retail Clients who have an Adviser.

These Terms should be read in conjunction with the:

- Terms & Conditions of the relevant Third Party Product (provided as part of your application);
- Key Features of the relevant Third Party Product (provided as part of your application)
- True Potential Investments Dealing and Custody Service Agreement (where applicable); and
- Best Execution Policy (where applicable).

We do not provide any recommendations or advice in relation to the suitability of any account, investment or service. The availability of Investment Accounts through the True Potential Platform does not imply that they are necessarily suitable for you. You should seek advice from your Adviser if you are unsure.

Where you no longer have an Adviser, you should contact the True Potential Platform Client Servicing Team or the Third Party Provider directly if you have any questions.

1. About Us and Our Role

1.1 About the True Potential Platform

True Potential Investments LLP ("True Potential Investments") was established in 2007 with the aim of transforming the way wealth management is delivered. By combining financial expertise with technology, we help clients take greater control of their financial future.

True Potential Investments owns and operates the True Potential Platform. True Potential Investments is part of the wider True Potential Group, which (through various subsidiaries and partnership organisations) are authorised to provide a range of services, including investment management, custody, pension administration, and platform services.

The True Potential Platform is designed to make managing your investments simpler. Depending on the services available to you, either directly or through your Adviser, you can view and manage your accounts and instruct us to buy, sell, and switch investments.

Terms & Conditions

1.2 About Your Platform Account

You can choose from a range of Investment Accounts available via the True Potential Platform. The Investment Accounts available may change from time to time. You may be able to invest in Investments by opening any one of the following types of Investment Accounts, if you are eligible to do so:

- General Investment Account (GIA);
- Individual Savings Account (ISA);
- Junior Individual Savings Account (JISA);
- True Potential Personal Pension;
- Third Party Product.

When you apply for your first Investment Account through the True Potential Platform, we will create a Platform Account in your name. This serves as your central record and holds information relating to your Investments and Cash. It also enables you to administer and hold multiple Investment Accounts, each of which can contain underlying Investments and Cash.

Your Platform Account can be accessed via the True Potential Client Site, which provides a secure online portal through which you can view and manage your Investment Accounts, access key documents, and monitor your investments.

As additional Investment Accounts are opened, they will be linked to your existing Platform Account and made available through the True Potential Client Site.

Terms & Conditions

1.3 Our role

Under this Agreement you will be a client of True Potential Investments LLP in respect of the True Potential Platform and the Platform Services, including any administration of assets.

You may also be a client of:

- The Third Party Provider in respect of the Third Party Product;
- Your Adviser; and
- Your Discretionary Investment Manager (if you appoint one).

The role of the Third Party Provider depends on the type of Third Party Product. This will be set out in the Terms & Conditions of the relevant Third Party Product.

In providing the True Potential Platform and performing the Platform Services, True Potential Investments 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 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 understand that you will be required to execute and deliver any authorisations and documents as may be reasonably necessary.

We will not:

- Provide investment or tax advice; or
- Assess the suitability or appropriateness of any Third Party Product or of any decisions you make in relation to that Third Party Product.

Please ensure you seek appropriate advice from a Financial Adviser.

Terms & Conditions

1.4 Retail clients

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

2. Eligibility and Applications

2.1 Eligibility Criteria for a Platform Account and the Platform Services

To open a Platform Account and to access and use the Platform Services, you must meet the following eligibility criteria:

- You must be aged 18 or over; and
- You must be a UK resident for tax purposes (in accordance with HMRC rules);
- You must not be a US person or citizen or a US resident for tax purposes (in accordance with the United States of America's Internal Revenue Service rules); and
- You must successfully complete an online application, including passing our identity verification checks.

You are responsible for determining whether you meet these eligibility criteria. If your circumstances change, you must inform us if you no longer reside in the UK or become a US person, citizen and/or a US resident for tax purposes, including where you are (or become) a dual citizen.

2.2 Eligibility Criteria for a Third Party Product

To apply for a Third Party Product, you must:

- Be eligible for a Platform Account and the Platform Services (as noted above);
- Have an Adviser; and
- Meet the relevant requirements and undergo the relevant verification checks of the Third Party Provider.

Eligibility criteria for each Third Party Product will be set out by the relevant Third Party Provider. Your Adviser is responsible for explaining what further checks may be required by the relevant Third Party Provider.

Terms & Conditions

2.3 Your application for a Third Party Product

The types of Third Party Products which may be managed via the True Potential Platform include onshore bonds, offshore bonds and self-invested personal pensions. Your Adviser can provide you with details of the Third Party Products we make available on the True Potential Platform.

When your Adviser applies for a Third Party Product on your behalf, a new Investment Account in respect of that Third Party Product will be set up as part of the application process. This will enable you to view your Third Party Product directly from your True Potential Client Site.

When your Adviser applies for a Third Party Product on your behalf, we will share the details of your application directly with the relevant Third Party Provider. Where a Third Party Provider requires paper forms, your Adviser will be responsible for completing these.

Regarding any application for any Third Party Product, please note:

- We rely on the information and declarations contained in your application in considering whether or not to allow your Investments to be held on the True Potential Platform. 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 use of the True Potential Platform;
- We reserve the right to request relevant supplementary documents from you at any point during the term of your investments being held on the True Potential Platform without giving any reasons;
- We reserve the right to reject all or any of your applications for a Third Party Product to be held on the True Potential Platform for any reason, at our discretion;
- If, after opening a Third Party Product, your eligibility status changes, it is the responsibility of you and/or your Adviser to tell us and the Third Party Provider immediately, as you may no longer be eligible to contribute or keep the Third Party Product open;
- If your application is accepted, you will enter into an agreement directly with the Third Party Provider. Your Adviser is responsible for explaining what terms & conditions apply to the relevant Third Party Product, as well as any risks;
- We are not responsible for how long it takes a Third Party Provider to process your application, or set you up on their systems; and
- We are not responsible for any Third Party Provider’s decision regarding your application for the Third Party Product.

Terms & Conditions

3. Fees & Charges

There may be applicable fees and charges from the relevant Third Party Provider. These will be set out in the Terms & Conditions of the relevant Third Party Product. Your Adviser is responsible for explaining the fees and charges applicable.

The following types of Fees and Charges may apply in relation to our services and/or the relevant Third Party Products – this is indicative and is not intended as a comprehensive list:

- Service Costs;
- Product Costs; and
- Third Party Payments.

The Service Costs, Product Costs, and Third Party Payments set out below describe the possible charges that may apply to your Third Party Product.

In this section, where we refer to Product Costs, these are the Fees & Charges relating to the Assets within your Investment Account. 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.

Fees and Charges may vary depending on the type of Third Party Product you apply for, the options you select when making your application and the funds you invest in.

Your Adviser will provide you with full details of all Service Costs, Product Costs and Third Party Payments that may apply in relation to the True Potential Platform and Investments you hold within your Third Party Product before you submit your application.

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

3.1 Service Costs

"**Service Costs**" are charges that we or your 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 the cost of:
• 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):
<table>
<tr><th>Total Current Value of Invested Assets on the True Potential Platform*</th><th>Applicable Tier</th></tr>
<tr><td>First £150,000</td><td>0.40%</td></tr>
<tr><td>Next £350,000
(Over £150,000 - £500,000)</td><td>0.30%</td></tr>
<tr><td>Next £4,500,000
(Over £500,000 - £5,000,000)</td><td>0.20%</td></tr>
<tr><td>Amounts Over £5,000,000</td><td>0%</td></tr>
</table>
*This amount includes invested assets only. It does not include any Cash Balances.

We then use this to determine the Effective Rate (or weighted average rate). This Effective Rate is allocated proportionally across all your policies (including Third Party Product).

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>
<td>Monthly in arrears</td>
</tr>
</table>

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

The Platform Charge covers the cost of:

• Administration of investments;
• Safekeeping of your assets;
• Online access to your account; and
• Online and telephone support.</td><td>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.

Trusts and Corporate Accounts

The application of the Platform Charge to Trusts will depend on how the Trust has been set up on the True Potential Platform. Please contact your Adviser or platform@tpllp.com for more information.

Corporate Accounts are treated as separate legal entities, meaning the tiered charging structure will be applied to that individual Corporate Account, but the Corporate Account will not be combined with any other personal holdings on the True Potential Platform for the purposes of calculating the Effective Rate.

Please contact your Adviser or platform@tpllp.com for more information and eligibility.</td><td>Monthly in arrears</td></tr>
<tr><td>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.</td><td>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.</td><td>Transactional</td></tr>
<tr><td>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.</td><td>Charges are calculated as a percentage of the value of the Third Party Product 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.</td><td>Monthly in arrears</td></tr>
</table>

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 Third Party Product 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 Third Party Product.	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 a fixed amount or calculated as a percentage of the daily average value of your Third Party Product over the month.	Typically 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

Terms & Conditions

3.1 Service Costs

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 Third Party Product. This applies to all Service Costs except Initial Advice Charge and Buying/Selling costs.

Initial Advice Charges are typically deducted from Cash payments and transfers received into your Third Party Product, however, this may vary depending on the relevant Third Party Product and Third Party Provider. For in specie transfers, if there is insufficient Cash to cover the charge, the remainder will be raised by selling units from your Third Party Product.

3.2 Product Costs

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

In respect of Third Party Products, each fund you invest in within your Third Party Product will have its own Charges. Your Adviser will provide you with Portfolio Factsheet(s) or Fund Factsheet(s) (or other equivalent document) when you invest. These documents will set out the specific charges and fees that the fund manager(s) will apply.

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

For investments outside of the True Potential Portfolios and True Potential fund range (such as Third Party Products), 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.

Terms & Conditions

3.3 Third Party Provider Fees and Charges

In addition to the Fees and Charges described above, the Third Party Provider of a Third Party Product may apply additional fees or charges. You should review the appropriate Terms and Conditions or alternatively speak to your Adviser or the Third Party Provider for further information about any additional fees or charges that may apply.

Where a Third Party Provider applies additional fees or charges in respect of a Third Party Product, responsibility for the collection of those fees or charges rests with the Third Party Provider and will be subject to their terms and arrangements.

3.4 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 Third Party Products.

4. Transactions and Instructions relating to your Third Party Product

4.1 Form of instructions

In relation to contributions and withdrawals:

- Your Adviser is responsible for issuing instructions to the relevant Third Party Provider in line with their requirements;
- Once those instructions have been validly processed by the Third Party Provider, then the Third Party Provider will then issue instructions to True Potential Investments; and
- We will only process instructions from the relevant Third Party Provider.

Where you submit instructions through a Third Party Provider, they are responsible for ensuring those instructions are processed and passed to us in a timely manner. While we will act on instructions once we receive them, we are not responsible for delays or failures caused by the Third Party Provider in sending those instructions to us, and we will not be liable for any resulting loss.

In accordance with the rights afforded to True Potential Investments under the terms set out in the Dealing and Custody Service Agreement, True Potential Investments 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.

Terms & Conditions

4.1 Form of instructions

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; and
- Whether the relevant investment is, directly or indirectly, contrary to these Terms, 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.

Where a fund manager or Third Party Provider invests, divests or modifies your holding at any time in accordance with your instructions or your Adviser's instructions, you will be deemed to have given True Potential Investments an instruction to execute on your behalf. The details of an instruction, which we have received and accepted, will be set out in your Investment Account as well as a contract note, which will be available online through your personal True Potential Client Site.

4.2 Withdrawals relating to Third Party Products

When dealing with a Third Party Product, True Potential Investments will always send and/or receive funds via the relevant Third Party Provider directly and not via you.

Where you indicate to your Adviser that you wish to withdraw funds, your Adviser will instruct the relevant Third Party Provider directly. The Third Party Provider will inform True Potential Investments, who will then transfer the relevant funds to the Third Party Provider to then issue to you.

The relevant Third Party Provider determines how instructions must be provided, and also how long it takes them to process valid instructions. Accordingly, True Potential Investments will not be responsible for how long it takes to process any instructions for withdrawals relating to a Third Party Product.

Arrangements for withdrawals and any applicable restrictions or limits are set by the Third Party Provider and will depend upon the relevant Third Party Product. The Third Party Provider can arrange either one-off or regular withdrawals from your Third Party Product. You should contact your Adviser or Third Party Provider if you have questions regarding withdrawals.

When arranging the withdrawal, there will need to be sufficient Available Cash in place for the withdrawal.

If we receive an instruction to withdraw the full value of a Third Party Product, where applicable, we will deduct all the Charges due under these Terms up to the date of the withdrawal.

4.3 Contributions relating to Third Party Products

When dealing with a Third Party Product, True Potential Investments will always send/receive funds via the relevant Third Party Provider and not directly to you. The volume and frequency of contributions which you are able to make will depend upon the particular Third Party Product and the applicable terms & conditions. Your Adviser is responsible for explaining what contributions you may make, and when.

Terms & Conditions

4.4 Conditions Applying to Instructions relating to Third Party Products

The relevant Third Party Provider determines how instructions must be provided, and also how long it takes to process instructions. Your Adviser is responsible for adhering to any requirements or timescales for instructions set out by the Third Party Provider. You can also check the Terms & Conditions for the relevant Third Party Provider Account in question.

The relevant Third Party Provider also determines any applicable rules or limitations for making contributions and withdrawals. Your Adviser is responsible for advising you of any relevant rules or limitations regarding contributions and withdrawals. You can also check the Terms & Conditions for the relevant Third Party Product in question.

We reserve the right to refuse the payment of a withdrawal where we suspect fraud or money laundering.

True Potential Investments will not be responsible for:

- How long it takes to process any instructions relating to a Third Party Product;
- Whether or not your Adviser adheres to the Third Party Provider's requirements regarding instructions; and
- Any Third Party Provider's decision or action in relation to an instruction regarding a Third Party Product (for example, if the Third Party Provider determines an instruction cannot proceed).

All instructions are deemed to be inclusive of costs, expenses and charges, unless expressly notified otherwise by us.

Where you, your Adviser or the relevant Third Party Provider 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/your Adviser or the Third Party Provider;
- Reject the instruction; or
- Execute the instruction in respect of the investment, or such class or designation of the investment, which appears, reasonably, to be the closest to the investment described in your instruction, without liability to you for any loss which you may incur as a result.

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

Terms & Conditions

4.5 Variation to 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.

5. Cash

5.1 Cash deposit instructions and cleared funds

Where the balance of Available Cash falls to £0, we may, at our discretion, sell investments in your Investment Account 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.

5.2 Interest

We pay interest on Cash on a quarterly basis in arrears. The cash interest paid represents interest earned on the Cash you have held in your Investment Accounts during the period. Once this has been calculated, a quarterly interest payment cycle will deposit the money into your Investment Accounts 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. True Potential Investments 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 True Potential Investments. True Potential Investments use a dynamic rate as per the total cash holdings on the day and the amount owed to clients is computed daily.

5.3 Use of Cash in respect of Third Party Products

Cash will be used to debit from you:

- The amount of any payments made from our Client Money Account in respect of which we have received an instruction from the Third Party Provider;
- To settle a purchase of Assets held within your Third Party Product (net of all costs, charges, fees, expenses, duties or other liabilities in connection with such purchase);
- 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 we receive from your Third Party Provider from time to time;
- The proceeds of sale of Assets held within your Third Party Product (net of all costs, charges, fees, expenses, duties or other liabilities in connection with such sales);
- Income (including, without limitation, interest, dividends and other Corporate Action Events) received in respect of Investments held in your Third Party Product.

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5.4 Settlement

Where a transaction relating to 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 our records to show that the transaction did not, in fact, take place.

5.5 Cash held in your Investment Account

The Cash within your Investment Accounts is held in Client Money Account at a bank / credit institution of our choosing and these accounts are operated in accordance with the client money rules (CASS – Client Assets Sourcebook) of the FCA.

6. Electronic documentation

You will receive a contract note for trades that take place within your Investment Account and you can also view the value of your investments on your personal True Potential Client Site.

You may also receive other statements from time to time and these are available on your personal True Potential Client Site for reference.

By agreeing to these Terms, you agree to all 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, please contact us in writing at:

True Potential Investments LLP
Newburn House,
Gateway West,
Newburn Riverside,
Newcastle upon Tyne,
NE15 8NX

7. Client Money and Assets

True Potential Investments is responsible for the Client Money Accounts. These accounts are used for the administration of any cash received and paid to you for the purposes of investments, and operate in line with our regulatory obligations to you.

Cash balances in your Investment Account (including relating to Third Party Products) are held in a Client Money Account with a bank or credit institution we have chosen, managed in line with FCA requirements on handling client money. As part of this, we carry out ongoing due diligence on the banks and credit institutions we use, and from time to time may revise our chosen providers accordingly.

All Client Money Accounts and Assets are segregated from our own assets and cash, to make it clear that the assets held within the account are for the benefit of our clients and not us.

Terms & Conditions

7. Client Money and Assets

All Client Money Accounts are pooled meaning that they are held together with other client money held for our clients (i.e. we do not operate an individual client money bank account for each client).

However, we are at all times able to distinguish between the money held for one client and the money held for another client. In the event of a failure of the bank or credit institution where it is unable to meet all of its liabilities, compensation may be available under the UK Financial Services Compensation Scheme (FSCS). Full details of the arrangements under the FSCS are available on their website at www.fscs.org.uk.

7.1 Safe custody of Assets

True Potential Investments is responsible for providing or arranging custody services in relation to all Assets held for you in accordance with the applicable FCA requirements. Assets held within your Investment Account(s) are registered in the name of a nominee company and are thus legally segregated from our own assets.

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.

7.2 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.

Terms & Conditions

7.2 Fractional holdings and mandatory corporate actions

If the fraction of a unit or share in an asset has a monetary value of less than one pence 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 pence sterling (GBP).

Where there is a mandatory Corporate Action which leads to an asset merger and/or 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.

8. Cancellation or Closure

8.1 Third Party Products

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 cancellation or closure of any Third Party Product.

8.1.1 By you

Your right to cancel or close a Third Party Product, and the process required, will be set out in the relevant Terms & Conditions for that Third Party Product. You should consult with your Adviser and/or the relevant Third Party Provider to understand how those terms may affect your ability to cancel or close the relevant Third Party Product, before taking any action.

We can only facilitate the cancellation or closure of a Third Party Product where the relevant Third Party Provider agrees, and all applicable requirements have been met and doing so does not place us in breach of any legal, regulatory or contractual obligations.

We will not charge you for cancelling or closing a Third Party Product. However, the relevant Third Party Provider may apply charges, and you should speak with your Adviser about this. Due to market movements, there is no guarantee that a closure will result in the return of £100% of the sum invested.

Terms & Conditions

8.1.2 By us or the Third Party Provider

The Terms & Conditions for the Third Party Product will set out when and how the Third Party Provider may cancel or close your Third Party Product.

In our case, we may close an Investment Account in respect of your Third Party Product immediately if:

- You commit a material breach of these Terms;
- You cease to be eligible for a Platform Account or the relevant Investment Account;
- Your agreement with the Third Party Provider in relation to the Third Party Product terminates for any reason;
- 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 or Applicable Law.

We will write to you to let you know of our decision to close your Investment Account in respect of your Third Party Product.

8.2 Platform Account and Platform Services

8.2.1 General Provisions

Cancellation or closure of your Platform Account and the Platform Services will result in the closure of each Investment Account held on the True Potential Platform, including any Investment Accounts relating to Third Party Products.

For information about cancellation or closure of each Investment Account, please see the relevant Terms & Conditions applicable to that Investment Account.

During the period from the date of the notice of cancellation or closure and the date on which the final Cash is returned to you (or the relevant provider), you will be unable to make contributions or withdrawals.

We will not charge you a fee for cancelling or closing an Investment Account, or for terminating your use of the Platform Services. However, True Potential Investments reserves the right to collect all outstanding Fees & Charges relating to any Investment Account.

For information about cancellation or closure of a Third Party Product, please see the relevant Terms & Conditions applicable to that Third Party Product. The relevant Third Party Provider may apply charges, and you should speak with your Adviser about this.

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 cancellation or closure of the Platform Account, the Platform Services or any Investment Account.

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8.2.1 General Provisions

Before closing your Platform Account, we will settle any outstanding investment transactions and deduct any fees, charges, taxes, or other amounts owed. Following settlement of all liabilities, any remaining Cash and Investments will be transferred to the Third Party Provider.

Any monies or Assets received after account closure, including dividends, tax reclaims, interest, or other residual payments, will be transferred to the Third Party Provider.

8.2.2 By you

If you wish to stop using the True Potential Platform and Platform Services, you (or your Adviser) must provide True Potential Investments with written notice. We will follow your instruction to the extent that it complies with these Terms, and the Terms & Conditions of your Investment Account(s) and does not breach any legal or regulatory restrictions.

8.2.3 By us

We may close your Platform Account and terminate your access to the Platform Services (including access to your True Potential Client Site) by giving you at least 30 days' written notice.

We may close your Platform Account and terminate your access to the Platform Services (including access to your True Potential Client Site) immediately if:

- You commit a material breach of these Terms;
- You cease to be eligible for the Platform Account or an Investment Account;
- Your agreement with the Third Party Provider terminates for any reason (and you have no other Investment Accounts);
- Your liabilities to us exceed the value of your Platform Account;
- 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 or Applicable Law.

We will write to you to let you know of our decision to close your Platform Account and terminate your access to the Platform Services.

Terms & Conditions

9. Communications with you

We will rely on any communication which we reasonably believe has 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 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.

10. 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.

Terms & Conditions

11. Limitation of liability

We have to follow rules set by the law or our regulators. If we need to take, or not take, an action because of those rules, we will not be responsible for any loss this might cause, as long as we have acted reasonably.

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;
- The performance of any Investments;
- Any change in Applicable Laws which may adversely affect your Investments;
- Your choice of Discretionary Fund Manager;
- True Potential Investments carrying out or relying on instructions or any information provided or made available to us by you, or any person appointed by you;
- True Potential Investments continuing to act upon instructions from your Adviser where you have failed to inform us of their termination;
- True Potential Investments' inability to cancel an instruction prior to completion of the transaction in question;
- True Potential Investments carrying out or relying on instructions from a relevant Third Party Provider;
- The act, omission or delay of any Third Party Provider; or
- 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.

Availability of the True Potential Platform and Platform Services

We are responsible for making the True Potential Platform, Platform Services and your Platform Account available to you. However, we cannot guarantee that our online service will always be available, including during routine maintenance, administration or for other reasons.

We do not accept any liability for any loss or damage as a result of, or in connection with, service disruption arising from reasonable routine maintenance or administration or otherwise in situations where the disruption is not caused by our negligence, subject to us acting reasonably to mitigate any loss or damage you may suffer or incur as a result of such situations.

Cancellation or Closure

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 cancellation or closure of the Platform Account, the Platform Services, any Investment Account or any Third Party Product.

Terms & Conditions

11. Limitation of liability

Tax Advice

We will not be responsible for giving you any tax advice or for any losses caused due to tax consequences. We are also not responsible for any costs or losses caused by us following an instruction from you, your Adviser, or someone acting as you (only where they are able to do so because you have either shared your security details with them or you have been very careless about keeping your security details safe).

Unexpected events / events outside of our control

We are also not responsible for losses caused by us failing to meet our responsibilities to you where (i) the loss is unexpected, or (ii) the loss is caused by an event which was outside of our control and (iii) the loss was reasonably avoidable:

- **Unexpected:** Means that it was not obvious that it would happen and nothing you said to us meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by an event outside of our control:** As long as we have taken the steps set out below, we are not responsible for losses caused by events outside of our control.
- **Avoidable:** Means that the event is something you could have avoided by taking reasonable action, such as following our reasonable instructions or requests to provide up to date information to us.

If our ability to comply with these Terms is affected by an event outside of our control, we will contact you to let you know what we can do to reduce the effect of this event. As long as we do this, we will not compensate you for losses caused by an event outside of our control. If the effect on you is likely to be substantial and long-lasting, you can contact us to end this contract immediately. Examples of events outside of our control include:

- War, terrorism, riot, pandemic, civil unrest, strike, lockout or other labour action, Acts of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and/or action of any government or governmental agency.
- Your failure or your Adviser's failure to provide information we reasonably ask for, or your lack of response to our communications within a reasonable time.
- Any risks inherent in investment products which cannot be avoided by us acting in line with this contract. For example, changes in the price or value of assets brought about through movements in the financial markets.

Terms & Conditions

11. Limitation of liability

Nothing in these Terms limits or excludes our liability for:

- Death or personal injury caused by our negligence.
- Fraud or fraudulent misrepresentation.
- Any liability which cannot be excluded or restricted under the FCA Rules or Applicable Law.
- Any loss caused by our negligence, deliberate breach of these Terms, or dishonesty.

12. Steps we will take to recover losses/damages caused by a third party

True Potential Investments 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 True Potential Investments cannot guarantee that it will be able to do so. Other than in relation to third parties whom True Potential Investments has appointed directly, True Potential Investments is entitled to be reimbursed for its reasonable costs and expenses incurred in taking such steps.

13. 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.

14. Complaints

If you have a complaint in relation to the True Potential Platform and services we provide, you can contact us at the following:

True Potential Investments LLP
Newburn House,
Gateway West,
Newburn Riverside,
Newcastle upon Tyne,
NE15 8NX

(0191 242 4866)
complaints@tpllp.com

If your complaint relates to another aspect of your Third Party Product, please contact your Third Party Provider using the contact details provided to you.

Subject to our own legal and regulatory duties, we will co-operate with any relevant Third Party Provider in relation to any complaints raised.

Terms & Conditions

15. Financial Services Compensation Scheme ("FSCS")

Your Cash and Investments are held separately to our own bank accounts and investments. In the event that we, a sub-custodian or bank we use failed financially, your cash and assets would remain segregated. As part of any wind down process, the administrator is obliged to recover and return Cash and Investments to you. However, in the event that the relevant firm is unable to meet its liabilities to you in full, you may be entitled to redress from the FSCS.

We ensure that any deposit takers used (e.g. banks) are covered by the 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.

The applicability and level of FSCS coverage will depend upon the particular type of Third Party Product you hold. You can find more information within the Key Features document you received from the Third Party Provider. You can view this document on your True Potential Client Site.

Further information is available from your Third Party Provider and the FSCS:

FSCS
PO Box 300
Mitcheldean
GL17 1DY
T: 0800 678 1100
FSCS website: www.fscs.org.uk

If you have questions or concerns about the level of FSCS coverage, you should speak to your Adviser or the Third Party Provider directly.

You can contact us at:

T: 0191 242 4866

E: ClientServiceTeam@tpllp.com

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

16. Applicable law

Unless otherwise provided, these Terms are governed by the laws of England and Wales. If there is ever a legal dispute between you and us, and you live in Northern Ireland or Scotland, any court claim will be handled by the courts of either Northern Ireland or Scotland (depending on where you live). If you live anywhere else, any court claim will be handled by the courts of England and Wales.

Terms & Conditions

17. Changes to these Terms

Changes we can always make:

We can always make changes to these Terms, without notice, to:

- Reflect changes in relevant laws and regulatory requirements, including any FCA Rules, or regulations or decisions of the Courts, or the Financial Ombudsman Service;
- Make minor technical adjustments and improvements, for example to address a security threat;
- Correct small mistakes in the contract (such as typos).

Changes we can only make if we give you notice and an option to terminate:

If we make any other changes to these Terms, we will give you at least 30 days' written notice. If you do not agree to the change, you can contact us to end these Terms before the change takes effect. The changes we may make include:

- Making these Terms easier to understand, fairer, or to correct mistakes;
- Reflecting changes in market practice or conditions;
- Changing how we provide our services to you;
- Changing the costs, charges, taxes and duties or interest that affect the services;
- Changing our fees and/or how they may be structured.

If you choose to terminate these Terms and cease using the Platform Services, you will need to close any relevant Investment Accounts held on the True Potential Platform, including relating to Third Party Products. Please see the above sections regarding Closure for more information.

No change to the agreement will affect any legal rights or responsibilities that may have arisen.

18. Other Important Terms

Apart from us, nobody else has any rights under these Terms. These Terms are between you and us and nobody else can enforce them as though they were also a party.

Even if we delay enforcing part of these Terms, we can still enforce them later. For example, we might not immediately chase you for not paying us but that does not mean you do not have to pay.

If a court or other authority decides that any part of these Terms is unlawful or invalid, the rest will still apply.

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

Data Protection

We need to use your personal data to provide our services to you. If you have given your consent, this may include 'special category data', such as information about your health. For more information on how we manage your personal data, please see our privacy notice: **www.truepotential.co.uk/privacy.**

If you have any queries regarding the use of your personal data or your data protection rights, you can email us at **dataprotection@tpllp.com** or write to us at:

True Potential
Newburn House
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