

STANDARD TERMS OF BUSINESS

1. REGULATORY STATUS

- 1.1. RIA Capital Markets Limited (company number SC226461) ("**Ria**", "**we**" or "**us**") is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN (the "**FCA**") to carry on investment business under the Financial Services and Markets Act 2000, as amended by the Financial Services Act 2012. Our FCA firm reference number is 219706.
- 1.2. Ria is regulated by the rules of the FCA (the "**FCA Rules**") in respect of all its investment dealings.

2. CAPACITY

- 2.1. Unless otherwise agreed by Ria, the following provisions shall apply to you if you fall within the categories specified below:
 - 2.1.1. the trustees of any trust shall be regarded as Ria's client (as opposed to any beneficiary) and shall be jointly and severally liable to Ria; and
 - 2.1.2. all the partners of any partnership which is Ria's client shall be jointly and severally liable to Ria.
- 2.2. Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain, liable to Ria as agent or as principal, as the case may be, in relation to any transactions which are to be performed under these Standard Terms of Business and Ria does not recognise and shall not have any responsibility to your principal for the suitability of any transaction undertaken for or with you or for any advice given to you nor shall your principal be regarded as a customer of Ria for any purpose of the FCA Rules. Ria will treat you as its client under the FCA Rules and you represent and warrant that you have control over and full authority to use sufficient of your underlying client's resources to meet any obligations incurred by you on behalf of the underlying client in relation to any transaction. You agree that you will be liable to Ria jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to Ria. You will not effect any transaction for an underlying client if you have any reason to believe that the underlying client will not be able or willing to meet its obligations in connection with that transaction and will notify us as soon as reasonably practicable if you have any reason to believe that the underlying client will not be able or willing to meet its obligations in connection with any transaction.

3. COMMUNICATION AND INSTRUCTIONS

- 3.1. Ria shall not be responsible for any obligations, losses, penalties, actions, damages, judgements, suits, liabilities, costs, expenses or disbursements of any kind or nature whatsoever including the costs of enforcement ("**Loss**") arising as a result of (or as a result

of any allegation respecting) any delay in the transmission of orders due to breakdown or failure of transmission or communication facilities or any cause beyond Ria's control.

- 3.2. Ria does not accept from, or send instructions to, third parties, unless a valid power of attorney has been established for this purpose.
- 3.3. Dealing instructions given to Ria by you may be given either in writing, by telephone, facsimile, cable, telex or Bloomberg, or by any other means agreed between you and Ria including over the internet or other electronic system to the extent permitted by Applicable Regulations provided that: (i) you agree that you will lose any right to object to any error caused by or lack of security of such electronic communication; and (ii) any communications (whether written, oral, electronic or otherwise) between you and us shall be in English (unless expressly agreed otherwise with you).
- 3.4. As required by Applicable Regulations we shall record all telephone conversations with you regarding transactions, orders or otherwise (and in some cases without use of a warning tone). Such records will be our sole property and accepted by you as conclusive evidence of the orders and instructions given. You agree that we may deliver copies of transcripts of such recordings to any court or regulatory authority.
- 3.5. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.
- 3.6. Ria may retain such records for whatever period may be required as a matter of its internal policies and/or Applicable Regulations, provided that records in respect of investment services and activities relating to the reception, transmission and execution of orders will be kept for a period of five years and, where requested by the competent authority, for a period of up to seven years.
- 3.7. You agree that your use of electronic communications will be for the purpose of your business, trade or profession. You agree that the requirements of the E-Commerce Directive (2000/31/EC), as implemented in the United Kingdom, are excluded to the fullest extent permissible by law. Ria shall not be bound to act in accordance with the instructions of any person other than you and Ria's liabilities thereunder shall be fully discharged by performing such in your favour, notwithstanding any instructions received from your principal and any notice received that your authority to act on behalf of your principal has been revoked or varied.
- 3.8. You will be responsible for and bound by all contracts, obligations, costs and expenses entered into or assumed by Ria on your behalf in consequence of or in connection with any orders instructions or communications as are given under this paragraph 3.

4. APPLICABLE REGULATIONS, MARKET AND STOCK EXCHANGE REQUIREMENTS

- 4.1. These Standard Terms of Business and all transactions related to it are subject to Applicable Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Regulations, the latter will prevail; and (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.
- 4.2. If a market or stock exchange or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a market of stock exchange) take any action which affects a transaction, then we may take any action which we, at our discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.

5. DEALING

- 5.1. Ria may, at its sole discretion, from time to time provide to you dealing services, information, advice and recommendations in relation to Government securities, bonds, equities, securitised assets, floating rate notes or other investments which are derivatives or related to any of the foregoing (the "Securities"). Ria shall be responsible for the execution of any transactions on your behalf. Ria shall be responsible for any decision to aggregate transactions for you with any other people.
- 5.2. Ria may enter into transactions in Securities with you in which Ria is acting as principal, rather than as agent on your behalf. There may also be certain circumstances where Ria may carry out transactions with you on a matched principal basis. You agree that we are not obliged to notify you whether we act as principal, matched principal or agent. Ria will nevertheless continue to be subject to the FCA Rules, where applicable requiring Ria to act at all times, in your best interests and to treat you fairly.
- 5.3. If you are a Professional Client, the FCA Rules on best execution may apply. Ria's current Execution Policy, as relevant to Professional Clients, can be found on our website at www.ria.co.uk (under the "Compliance & Legal" section). Changes to Ria's Execution Policy may be notified to you from time to time. By agreeing to these Standard Terms of Business and providing instructions to Ria, you consent to Ria's Execution Policy.
- 5.4. For the avoidance of doubt, the execution of orders by Ria is carried on in the United Kingdom for all purposes.

6. PERIODIC STATEMENTS

Unless it would duplicate a confirmation or statement to be provided by someone else, Ria will in accordance with Applicable Regulations, promptly despatch to you (or agent nominated by you) written confirmations when required. Ria may also, where required by Applicable Regulations, despatch periodic statements.

7. TRADE REPORTING

- 7.1. Under Applicable Regulations, we may be obliged to make information about certain transactions public. You agree and acknowledge that any and all proprietary rights in such Transaction information are owned by us and you waived any duty of confidentiality attaching to the information which we reasonably disclose.
- 7.2. You consent to us disclosing the third party APAs and Trading Venues and making public relevant details of quotes provided to you and transactions executed for you (or where applicable your principal or principals) in accordance with Applicable Law.
- 7.3. We can provide assisted trade reporting services in certain agreed circumstances.

8. TRANSACTION REPORTING

- 8.1. Under Applicable Regulations we may be required to disclose to the FCA or another national competent authority details regarding the Transactions conducted by us on your behalf. You agree and acknowledge that any and all proprietary rights in such Transaction information are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.
- 8.2. To enable us to comply with our obligations under the Applicable Regulations, you agree to promptly deliver to us Transaction data and any other information that we may from time to time request to enable us to complete and submit Transaction reports to the relevant competent authority; which shall include a notification of any Transaction that is a Short Sale.
- 8.3. We are not permitted to deal with you unless you have obtained and continue to maintain a valid LEI code that pertains to you and, if you are acting on behalf of one or more principals, each principal on whose behalf you may be acting.
- 8.4. You acknowledge and agree that you will be responsible for complying with the requirements in MiFID II in relation to Transaction reporting as regards to your own obligations to report. We will not undertake Transaction reporting on your behalf.

9. SHORT SELLING

- 9.1. We are required under MiFID II, on a best efforts basis, to identify in our Transaction reports Transactions where our clients are executing a Short Sale. In respect of your sell orders that you execute through us, you agree to indicate when placing the order whether the sale constitutes a Short Sale or a Short Sale under a Short Sale Exemption.
- 9.2. If you make no indication on the order, we will populate the relevant field on the Transaction report as UNDI which indicates that you have not disclosed the information.

10. CLIENT MONEY

In the normal course of business, Ria will not hold client money.

11. EXECUTION ONLY SERVICES AND INVESTMENT ADVICE

- 11.1. Ria will undertake transactions with you solely on an execution only basis.
- 11.2. You take all trading decisions in reliance on your own judgement and we do not, unless specifically advised to you in writing, owe you any duty to advise on the merits or suitability of a transaction. You acknowledge and agree that we are entitled to assume that you have the necessary level of experience and knowledge to understand the risks involved in any transaction entered into under these Standard Terms of Business, and therefore that you are able to assess the appropriateness of any such transactions for yourself.
- 11.3. For the avoidance of doubt, we will not carry out an appropriateness assessment in relation to the products and services we provide to you when these relate to non-complex instruments. We may (where agreed) provide you with execution-only services in relation to complex products. In this case, we are required to obtain information from you regarding your knowledge and experience, as to enable us to make an assessment as to whether the product or service is appropriate for you. However, as you are either a professional client or an eligible counterparty we will assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to those services or relevant Transactions.
- 11.4. We may contact you to discuss our services and investments and you agree that we may call you without an express invitation to do so. The fact that we make any such call does not imply that we consider the service or investment suitable for you.
- 11.5. Any trading recommendation or market or other information communicated to you is incidental to the provision of services by us to you. We make no representation as to the suitability for you of any such trading ideas, investments or investment strategy. Market views are expressions of our opinion and as such as not recommendations, nor will they represent a comprehensive or verified assessment of the relevant market. You should not treat any information or statements as investment advice on the suitability of any investment for you.
- 11.6. Except where we expressly agree to give investment advice, we do not undertake any responsibility to explain any transaction to you and our acceptance of your instructions or order will not imply any approval or recommendation of any transaction on our part.
- 11.7. If we agree to provide you with a personal recommendation, we will require information about your investment objectives and may require other information before we can do so. We do not provide tax advice.

- 11.8. We do not act for you in any investment management capacity whatsoever and will not be responsible for monitoring or managing your investments on a continuous basis.

12. FEES

- 12.1. Ria's fees (and any profit retained by us where we are acting on a principal or matched principal basis) will be subject to negotiation and agreement with you from time to time. Any charges due to Ria or agents used by Ria plus any applicable taxes, duties and levies, which may be imposed, may be deducted from the proceeds of sale or added to the purchase price of investments as applicable. We may share fees and commissions charged (including, where we are acting on a matched principal basis, any profit retained by us from the relevant transactions) with any company connected with us, or with any company as agreed with you.
- 12.2. You shall reimburse Ria for all such reasonable expenses as shall have been incurred by Ria in the performance of its duties, including without limitation those incurred on dedicated market days.
- 12.3. All commissions, fees and other expenses payable to Ria are stated exclusive of VAT, if any, payable thereon.
- 12.4. Where required by Applicable Regulations, we will, in good time before the provision of services to you, inform you of all costs and charges relating to those services. We will separately itemise any fees, charges, benefits or inducements we receive from a third party in connection with any services or financial instruments we provide to you. If you would like to receive such a breakdown you can on request. You agree that we may provide you with more limited information on costs and charges than would otherwise be required under Applicable Regulations.

13. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 13.1. You represent, warrant and undertake to Ria at the time these Standard Terms of Business are entered into and on a continuing basis while these Standard Terms of Business continue to apply to the business it conducts with Ria that:
- 13.1.1. you are duly organised and validly existing under the laws of your jurisdiction of establishment and have and will have full power and capacity (including, where you are acting as trustee of a trust, full power and capacity under the relevant trust deed), and have taken and will have taken all necessary corporate and other action to authorise you, to enter into these Standard Terms of Business and the transactions contemplated under them and to perform its obligations under those transactions and these Standard Terms of Business;
- 13.1.2. you have obtained or, if not yet required, will obtain and will continue to maintain in effect all necessary authorisations and consents and approvals of any governmental or regulatory body or authority or Exchange or clearing house for

you to use the services and enter into the transactions contemplated by these Standard Terms of Business, and to perform your obligations under those transactions and these Standard Terms of Business;

- 13.1.3. you will comply with the terms of any authorisations, consents and approvals as referred to at (b) and with all Applicable Regulations and directives of such bodies or authorities;
- 13.1.4. you will upon demand deliver to Ria copies of authorisations, consents and approvals as are referred to in (b) above and such evidence of compliance with them and any such law, regulations and directives as Ria may require;
- 13.1.5. you shall:
 - (a) provide to Ria upon demand all such information as may be required to be filed or disclosed pursuant to the bylaws and Rules of any exchange, clearing house or other regulatory authority (including FCA) or any Applicable Regulations, in each case regarding you, any investment, Security or any Transaction or these Standard Terms of Business;
 - (b) file such reports, letters and other communications as may be required from time to time (and within any applicable time periods) by any governmental or other regulatory body or authority or any exchange or clearing house regarding you, any investment, Security or Transaction or these Standard Terms of Business; and
 - (c) send a copy of all such reports referred to in sub-paragraph 13.1.5(b) above to Ria promptly upon such filing, and Ria may forward a copy of the same to any relevant Broker;
- 13.1.6. by entering into and performing the transactions contemplated by these Standard Terms of Business you will not violate any Applicable Regulations or any agreement or instrument by which it is bound;
- 13.1.7. unless you and Ria have agreed otherwise, at the time of transfer by you of any property under any Transaction contemplated by these Standard Terms of Business, you will have full and unqualified right to make such transfer and upon such transfer the transferee will receive all right, title and interest in and to those investments free from any lien, claim, Charge or encumbrance;
- 13.1.8. any information given by you to Ria (including without limitation the answers to any questionnaire completed by you giving details of your financial position) is complete, accurate and not misleading in any material respect; and

13.1.9. you will observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause Ria to fail to observe the standard of behaviour reasonably expected of persons in Ria's position.

14. DEFAULT

If you default in paying any amount when it is due, interest will be payable by you to Ria on the overdue amount. You will pay on demand interest on any sums due hereunder from the date the same are due until full settlement, after as well as before judgement. The applicable interest rate shall be such rate of interest as Ria may reasonably determine. The payment of interest by you shall be without prejudice to any other rights Ria may have against you arising from your failure to pay any amount when it is due.

15. WITHHOLDING TAXES

All sums payable by Ria are exclusive of all applicable taxes, duties and fiscal charges of any nature which are payable by you at the same time as the sums to which they relate. Ria may deduct or withhold all forms of Taxes from any payment if obliged to do so under any Applicable Regulations. In accounting for tax, or making deductions or withholding of Taxes, Ria may estimate the amounts concerned. Any excess of such estimated amounts over the final confirmed liability shall be credited or sent to you and any shortfall shall be paid to Ria as soon as reasonably practicable.

16. LIABILITY AND INDEMNITY

16.1. Neither Ria nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by Ria of its services, save that nothing in these Standard Terms of Business shall exclude or restrict any liability of Ria resulting from the negligence, fraud or wilful default of Ria or any contravention by Ria of the FCA Rules. Ria shall not be liable for any indirect or consequential loss (including any loss of profit), or for any losses that arise from any damage to your business or reputation.

16.2. You undertake to indemnify Ria and each of its directors, employees and agents ("Indemnified Persons") on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than our corporation tax) which are caused by:

16.2.1. the provision by Ria of its services to you;

16.2.2. any material breach by you of any of these Standard Terms of Business;

16.2.3. any default or failure by you in performing your obligations to make delivery or payment when due; or

- 16.2.4. any defect in title or any fraud or forgery in relation to any investments delivered to Ria by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.
- 16.3. If any action or proceeding is brought by or against Ria or an Associate by or against a third party in relation to any activity arising out of these Standard Terms of Business or any investment or Transaction effected on your instructions or arising out of any act or omission by Ria required or permitted hereunder, you agree to co-operate with Ria or an Associate at Ria's request to the fullest extent possible in the defence or prosecution of such action or proceeding.
- 16.4. Ria shall not be entitled to be indemnified against the consequences to Ria of its own negligence or wilful default or any contravention by Ria of any provision of FCA Rules.
- 16.5. Ria shall not have any liability for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond Ria's reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of Ria's obligations shall be suspended pending resolution of the event or state of affairs in question.
- 16.6. The provisions of this paragraph 16 shall continue to apply notwithstanding the fact that Ria ceases to provide services and shall be in addition to any other right of indemnity or claim of any Indemnified Person whether pursuant to these Standard Terms of Business or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.
- 16.7. Neither Ria nor any Associate provides any guarantee nor shall they or their respective officers, partners, directors, employees or agents incur any liability in respect of the acts or omissions or level of solvency or any Exchange, clearing house, bank, sub-custodian, nominee, broker or other third party.
- 16.8. Neither Ria nor any Associate nor any of their respective officers, partners, directors, employees or agents shall incur any liability by reason of any delay or change in market conditions before any particular Transaction is effected.
- 16.9. Neither Ria nor any of its officers, partners, directors, employees or agents shall incur any liability for any default by any other person holding assets, collateral or property provided by you to Ria unless that person is an Associate.
- 16.10. Ria shall not be required to do anything or refrain from doing anything which would in its opinion infringe any Applicable Regulations and Ria may at any time and without notice do

whatever it considers necessary to comply with any and all Applicable Regulations and whatever Ria does or does not do in order to comply with them will be binding on you.

17. FORCE MAJEURE EVENTS

Ria shall not be in breach of these Standard Terms of Business and shall have no liability if there is any total or partial failure of performance of its duties and obligations occasioned by any force majeure, inability to communicate with market makers for whatever reason, failure of any computer system, or any event beyond Ria's control including, for the avoidance of doubt, acts or restraints of government or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any exchange or clearing house, or any breakdown, failure, defective performance or malfunction of any telecommunications, settlement or other equipment or systems.

18. AGGREGATION OF ORDERS

18.1. Unless Ria accepts specific instructions from you otherwise in relation to a particular order, Ria may, without further reference or authority from you combine your order with Ria's own orders and orders of other clients if, as a result, Ria reasonably believes that Ria will obtain a more favourable price for you than if your order had been executed separately. However, on occasions such aggregation may work to your disadvantage.

18.2. You agree that where we aggregate your order with Ria's own order or with an order from an eligible counterparty or another client and, where part or all of the aggregated order has been filled, Ria may complete the allocation of the investments within five Business Days of the transaction.

18.3. Ria may arrange for any Transaction in relation to which you give instructions to be effected in whole or in part about the same time as, or in concert or conjunction with, the purchase from or the sale to another client of some or all of such investments. If Ria does do so, Ria or any associated company may charge, or otherwise take remuneration from, both you and such other client, and retain any profit, charges or other remuneration (including without limitation dealer's turn, profit, mark-up or fees) and shall not be bound to account to you for them nor to disclose them to you, except to the extent that disclosure is required by Applicable Regulations.

19. CONFLICTS OF INTEREST

19.1. The relationship between Ria and you is as described in these Standard Terms of Business. You understand and agree that neither the relationship nor any service that Ria provides, nor any other matter, will give rise to any fiduciary or equitable duties to you on Ria's part or on the part of any Associate which would prevent or hinder Ria or any Associate from acting as both marketmaker and broker, principal or agent or from providing Safe Custody Services, or from providing any other services, whether as provided in these Standard Terms

of Business or otherwise, or in doing any business with or for you, any Associate or any other client.

- 19.2. Ria is not aware of any conflict of interest, which it has not already disclosed to you that would preclude it from accepting or performing its obligations and duties under these Standard Terms of Business.
- 19.3. Ria has established and implemented a conflicts policy (which may be revised and updated from time to time) pursuant to the FCA Rules, which sets out how Ria must seek to identify and manage all material conflicts of interest.
- 19.4. You hereby agree that Ria may transact business in circumstances where it has, or which give rise to, and may maintain, such an interest, relationship or arrangement without prior reference to you and retain all benefits received therefrom. In addition, Ria may provide advice and/or other services to third parties whose interests may be in conflict or competition with your interests.
- 19.5. A summary of Ria's Conflicts of Interest Policy can be found on our website at www.ria.co.uk (under the "Compliance & Legal" section).
- 19.6. You acknowledge that neither Ria nor any of its Associates are required to disclose or account to you for any profit made as a result of acting in any manner described above.

20. INDUCEMENTS

We may only pay or receive inducements (fees, commissions or non-monetary benefit in connection with a service being provided by us to you) where the payment or benefit: (a) is designed to enhance the quality of our service to you; and (b) does not impair compliance with our duty to act honestly, fairly and professionally in accordance with your best interests. Where we do so, we will disclose in advance the existence, nature and amount of the payment or benefit, or where the amount cannot be ascertained, the method for calculating that amount, separately to you in accordance with Applicable Regulations.

21. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION

- 21.1. The parties shall comply with the provisions set out in Appendix B (the client shall be the data controller), except where the Client is a natural person (in which case Ria shall be a data controller).
- 21.2. Ria may use, store or otherwise process the personal data provided by you in accordance with Ria's privacy policy, a copy of which is available on its website at www.ria.co.uk.
- 21.3. The information Ria holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential

nature will be treated as such provided that such information is not already in the public domain.

- 21.4. Ria will also not make any public statements regarding you without your prior consent.
- 21.5. This is of course subject to the proviso that Ria may disclose your information to certain permitted third parties, such as members of its own group and its professional advisers who are bound by confidentiality codes.
- 21.6. Ria may also disclose confidential information relating to you where it believes it is necessary or desirable in connection with the performance or exercise of its duties or rights under these Standard Terms of Business or the terms of any other agreement Ria has with you. Further, Ria may from time to time pass information, which may include confidential information, to its Associates.
- 21.7. You agree that, except as otherwise notified to Ria in writing, you will ensure that you have waived, or will procure any relevant waiver of, any confidentiality obligations attached to any information provided to Ria in connection with you for the purpose of the Engagement such that Ria will not breach any obligations of confidentiality by passing that information on to third parties in the proper course of the Engagement, subject to any duties of confidentiality owed by such third parties.
- 21.8. If and to the extent that Ria is obliged by any law or any authorised or regulatory body, whether in the UK, the EU or otherwise, to disclose information (with or without your knowledge) relating to you and/or your business to the relevant authorities or to cease acting for you, you hereby consent to us making such disclosures as required or to cease acting and acknowledge that we shall not be liable for any loss or damage suffered or incurred by any person as a result of us making any such disclosure or cessation.

22. COMPLAINTS

- 22.1. All complaints should be directed in the first instance to Ria's Compliance Officer:

The Compliance Officer
RIA Capital Markets Limited
91 George Street
Edinburgh
EH2 3ES

- 22.2. Ria will endeavour to resolve your complaint as quickly as possible, but in any event, will acknowledge receipt of your letter within five Business Days. The acknowledgement will include a full copy of Ria's internal complaints handling procedure. Upon resolution of your complaint, Ria will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If for any reason you are dissatisfied with Ria's final

response, please note that you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure is provided in Ria's final response.

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Website: www.financial-ombudsman.org.uk/

Telephone: 0800 0234 567

23. PROVISION OF INFORMATION VIA A WEBSITE

Ria may provide the following information to you via its website at www.ria.co.uk (under the "Compliance & Legal" section). Such information may be amended from time to time by Ria:

- 23.1. general disclosures of information about Ria, its services and disclosures relating to such services in general;
- 23.2. information relating to Ria's order execution policy;
- 23.3. Ria's primary policy covering the processing of any personal data under the relevant data protection legislation; and
- 23.4. disclosures and policies containing general information in relation to the services provided by Ria to you which Ria is required to publish or which is addressed to the generality of its clients (excluding amendments to these terms and conditions).

PROVIDED always that such information provided via the website does not include any confidential information or personal data relating to you.

24. INVESTOR COMPENSATION

Ria is covered by the UK's Financial Services Compensation Scheme ("**FSCS**"). Compensation may be available from the FSCS if Ria cannot meet its obligations to you. Your possible entitlement to compensation will depend upon the type of business and the circumstances of the claim. Most types of investment businesses are covered for £85,000 per person per firm. Further information about compensation arrangements is available from the FSCS, www.fscs.org.uk.

25. AGENT FOR SERVICE OF PROCESS

You agree that if you are not resident in England you shall at all times maintain an agent for service of process in England and that any writ, judgment or other notice of legal process shall be sufficiently served on you if delivered to such agent at its address for the time being. You agree to provide written details of such agent upon demand. Nothing contained herein shall restrict the authority of Ria to serve notice by any means allowed by the appropriate law.

26. MARKET ABUSE

26.1. You agree that you will not engage in insider dealing, unlawful disclosure of inside information or market manipulation (within the meaning of Articles 14 and 15 of the Market Abuse Regulation ((EU) No 596/2014) or insider dealing (within the meaning of Part V of the Criminal Justice Act 1993), or require or encourage another to do so or otherwise contravene any similar requirement under any applicable law.

26.2. You warrant, represent and undertake to us that you provide regular training to relevant employees on the laws relating to insider trading and market abuse and that where you act for clients you monitor their transactions for potential market abuse and insider dealing .You acknowledge and agree that we may monitor your orders and that we have legal obligations to make certain reports to the UK and other authorities and to supply information to them about you and your transactions.

27. ANTI-MONEY LAUNDERING

27.1. Ria has certain responsibilities under anti-money laundering legislation to verify the identity of its clients and may need to make certain enquiries and obtain certain information from you for that purpose.

27.2. You represent, warrant and undertake to us, and each time you give us an order or enter into a Transaction with or through us you shall be deemed to represent, warrant and undertake to us that:

27.2.1. you are now and will be at all material times in the future acting in compliance with all applicable legislation, regulations and guidance concerning money laundering;

27.2.2. in respect of any person on whose behalf you act you confirm that you have carried out verification of identity procedures and identified the source of funds and you will conduct on-going monitoring in accordance with the applicable money laundering regulations;

27.2.3. you agree that upon request you will supply us with such information, identification evidence and other documents obtained by you in carrying out the verification and identification referred to it in 22.2.2, which shall include information pertaining to

the underlying client, beneficial owner or third party from whom the Transaction is effected;

- 27.2.4. you confirm that you maintain policies and procedures to ensure that the information referred to in 22.2.3 above will be retained for a period of not less than five years after your relationship with the client has ended;
 - 27.2.5. you are satisfied that any funds remitted to us in connection with financial business conducted with you does not represent the proceeds of criminal conduct or terrorist activity and that you have taken measures to ensure that any persons on whose behalf you act are neither individuals or institutions who appear on the applicable sanctions lists of suspected or known terrorist organisations nor against whom sanctions have been imposed by the EU or United Nations (including the list of proscribed organisations maintained by the Home Office under the Terrorism Act 2000 and the Consolidated List of financial sanctions targets maintained by HM Treasury;
 - 27.2.6. you have no reason to suspect that any person from whom you act as agent is or has been engaged in money-laundering or terrorist activity or is subject to any restriction or prohibition from engaging in any transaction;
 - 27.2.7. you do not and have no grounds to doubt the veracity or accuracy of any information, identification evidence or other documents you have obtained to carry out identification and verification
 - 27.2.8. you will notify us promptly if you become aware that any of the above representations and warranties are or have become untrue (to the extent you are permitted by law to do so).
- 27.3. You acknowledge and agree that we are relying on you to identify beneficial owners (being persons on whose behalf you act). We are obliged under the Proceeds of Crime Act 2002 to submit a report to the National Crime Agency if we know, suspect or have reasonable grounds to suspect, that any person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism. We are not normally permitted to inform anyone of the fact that we have made such a report. We may also have to cease to act without explanation in certain circumstances. You agree that we will have no liability to you in respect of actions we take in good faith which we consider are required to ensure compliance with the requirements of the anti-money laundering or anti-terrorism laws as varied or amended from time to time or any other statutory provisions.

28. OVERSEAS INVESTMENTS

If a transaction is undertaken on your behalf on non-UK markets, it will be subject to the Rules of the relevant overseas exchange, clearing system and/or depository and to any terms of any foreign agent. These Rules and terms may include, but are not limited to, such

persons having the right to reverse a transaction (including reversing the delivery or re-delivery of any investment and any payment) even after it has been settled. In view of the number of markets and counterparties which may be used it is not possible to outline all of the potential Rules and obligations that may apply in such cases.

29. ASSIGNMENT

Your rights under these Standard Terms of Business and/or any Transaction affected under it are not capable of assignment and your obligations shall not, without Ria's consent, be capable of performance other than by you.

30. VARIATION

These Standard Terms of Business may only be varied by written notice given by Ria to you to take effect from the date specified in the notice. Such changes will become effective on a date to be specified in the notice which will be at least 10 Business Days after the notice is sent to you unless it is impracticable in the circumstances to do so.

31. THIRD PARTY RIGHTS

- 31.1. Ria shall be entitled to enforce the terms of these Standard Terms of Business pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") provided always that Ria, when seeking to enforce such term, shall have given notice to you.
- 31.2. Except as provided in this paragraph 31 and except where such right or remedy may exist apart from the 1999 Act, a person who is not a party to these Standard Terms of Business has no rights under the 1999 Act to enforce any term of these Standard Terms of Business. This paragraph 31 does not apply to any Associate of Ria or any of Ria's or its Associate's directors, partners, officers, employees or agents.

32. GOVERNING LAW

- 32.1. All transactions are subject to all applicable laws and in the event of conflict between the terms of these Standard Terms of Business and any such laws the latter shall prevail. If any provision of the terms of these Standard Terms of Business is or becomes invalid or contravenes the FCA Rules the remaining provisions shall not be affected.
- 32.2. Nothing in these Standard Terms of Business shall exclude or restrict any duty or liability which Ria may have to you under any Applicable Laws, rules, regulations, instruments and provisions in force from time to time and Ria may take or omit to take any action it considers necessary to ensure compliance with any such Applicable Regulations.

33. GENERAL

- 33.1. Any failure by Ria (whether continued or not) to insist upon strict compliance with any of these Standard Terms of Business shall not constitute nor be deemed to constitute a waiver

by Ria of any of its rights or remedies. The rights and remedies conferred upon Ria shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise by Ria of any other additional rights and remedies.

- 33.2. These Standards Terms of Business apply to all business between Ria and you described in this Engagement Letter and the Standard Terms of Business. You acknowledge that in accepting this Engagement Letter and the Standard Terms of Business you have not relied upon and Ria, its Associates, directors, partners, employees, offices and agents have not made, any statements, representations, promises or undertakings whatsoever that are not expressly contained in this Engagement Letter and these Standard Terms of Business.
- 33.3. Ria's obligations to you shall be limited to those set out in these Standard Terms of Business.
- 33.4. No third party shall be entitled to enforce these Standard Terms of Business in any circumstances.

Appendix A
Glossary and Interpretation

1. GLOSSARY

Applicable Regulations	<p>means:</p> <p>(a) FCA (or any successors) Rules or the Rules or requirements of any other relevant regulatory authority;</p> <p>(b) the Rules of the relevant Trading Venue and/or clearing house; and</p> <p>(c) all other applicable laws, rules and regulations as in force from time to time (including, without limitation, European regulations which are directly applicable in the European Economic Area)</p> <p>as applicable to these Standard Terms of Business.</p>
Business Days	means any day on which the London Stock Exchange is open for trading
Charge	A charge does not involve a transfer of ownership but gives a degree of control to a third party over any dealing or disposal of the asset.
Dealing or Execution Services	The buying or selling of investments on your behalf.
Joint and Several Liability	If joint and several liability applies, the effect is that both you and the other person(s) separately promise to meet all obligations under these Standard Terms of Business in respect of the account either (1) jointly with the other person(s); and (2) individually.
LEI	means a validated and issued legal entity identifier, the length and construction of which are compliant with the ISO 17442 standard and which is included in the Global LEI database maintained by the Central Operating Unit appointed by the Legal Entity Identifier Regulatory Oversight Committee.
MiFID II	means both of Regulation (EU) No 600/2014 and Directive 2014/65/EU.
Rules	means articles, rules, regulations, procedures and customs, as in force from time to time
Short Sale	means in relation to a share any sale of the share which the seller does not own at the time of entering into the agreement to sell including such a sale where at the time of entering into the agreement to sell the seller has borrowed or agreed to borrow the share for delivery at settlement.
Short Sale Exemption	means the exemption for market making activities under Article 17 Regulation (EU) No 236/2012 of the European Parliament and the Council on short selling in respect of the provision of notifications to

	competent authorities when net short positions held in shares reach or fall below 0.2% of the issued share capital of the company concerned and to disclose to the public any net short positions in shares once they breach a higher threshold of 0.5%.
Trading Venue	means any regulated market, multilateral trading facility or organised trading facility (as defined in MiFID II)
Transaction	means: <ul style="list-style-type: none"> (a) a transaction in shares, ETFs, debentures, warrants, depositary receipts or other certificates of entitlement, unit trusts, mutual funds and similar schemes in the United Kingdom or elsewhere; (b) a contract made on a Trading Venue or pursuant to the Rules of a Trading Venue; or (c) a contract which is subject to the Rules of a Trading Venue.

2. INTERPRETATION

In these Standard Terms of Business, a reference to an enactment, European Union ("EU") instrument or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment, EU instrument or statutory provision and is a reference to that enactment, EU instrument, statutory provision or subordinate legislation as from time to time amended or modified; provided that if and when an EU instrument is incorporated into the law of the United Kingdom, a reference to that EU instrument shall, unless specifically provided otherwise, mean only that EU instrument as so incorporated and any enactment, statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces or consolidates it for the purposes of that law.

Appendix B Data Protection

In this Appendix, the terms:

"Data Protection Laws" means all applicable data protection laws and regulations including, without limitation (a) the Data Protection Act 1998 ("DPA"), (b) with effect from 25 May 2018, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), (c) any legislation that, in respect of the United Kingdom, replaces the GDPR as a consequence of the United Kingdom leaving the European Union; and

'data controller', 'data processor', 'data subject', 'personal data', 'personal data breach' and 'processing' used in this paragraph shall have the meaning ascribed to them in the Data Protection Laws.

Part A - Data processing provisions

1. Each party shall comply at all times with the rules, regulations, guidelines, guidance and principles established under any applicable Data Protection Laws and shall ensure that it is (where required) properly registered under applicable Data Protection Laws to use or process any personal data in connection with the performance of its obligations under this Agreement.
2. The parties agree that, in carrying out their obligations under this Agreement, Ria will process personal data as a data processor for the Client who is the data controller of that personal data.
3. Ria, as data processor for the Client in relation to any personal data provided to Ria hereunder by or on behalf of the Client (the "Data"), shall:
 - (a) only process Data for the purpose of providing the services and complying with its obligations set out in, and in accordance with, the provisions of the Agreement or as otherwise notified by the Client, including Part B of Appendix B (which the parties acknowledge are the documented instructions of the Client), unless required to do so by union or member state law to which Ria is subject, and inform the Client prior to performing any of the processing of Data if in Ria's opinion an instruction infringes the Data Protection Laws;
 - (b) not transfer any Data to a country outside of the European Economic Area ("EEA") where that country does not ensure an adequate level of protection for the rights and freedoms of data subjects without adducing adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals (including, once in effect, complying with Article 46 of the GDPR);

- (c) ensure that any persons authorised by it to process Data are subject to written or statutory confidentiality obligations;
 - (d) implement appropriate technical and organisational measures in relation to the Data to ensure a level of security appropriate to the level of risk;
 - (e) assist the Client in (i) ensuring compliance with its obligations relating to data security, data breach and data protection impact assessments under applicable Data Protection Laws (including, once in effect, Article 32 to 36 of the GDPR), and (ii) responding to requests from data subjects in relation to the exercise of that data subject's rights with respect to their personal data under the Data Protection Laws, taking into account the nature of the processing and the information available to Ria;
 - (f) at the choice of the Client, delete or return all the Data to the Client after the end of the provision of services relating to processing, and delete existing copies unless union or member state law requires storage of the Data;
 - (g) not authorise any third party to process the Data without the prior written consent of the controller (except those as listed in Part B of this Appendix B) and, in the event that such consent is obtained, processor shall put in place written terms with such sub-processor which are equivalent to those in this Appendix B;
 - (h) keep (and promptly make available to the controller) a written record of all processing of Data it carries out on behalf of the controller in connection with this Agreement; and
 - (i) make available to the Client all information necessary to demonstrate compliance with the obligations in this Appendix B and allow for and contribute to audits (including inspections) conducted by the Client or another auditor mandated by the Client, at the Client's expense, on reasonable notice and during normal business hours.
4. In the event that any financial penalties are issued jointly against the parties arising out of a breach of the Data Protection Laws, and Ria's breach of the Data Protection Laws arose solely as a result of (a) it following the express instructions of the Client, or (b) any act or omission of the Client in breach of its obligations under this Agreement or the Data Protection Laws ("Controller Fault"), the parties agree that Ria shall not be responsible for such financial penalties. In such circumstance, the Client agrees to indemnify and hold harmless Ria against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the processor arising out of or in connection with any Controller Fault.

Part B - Data processing details

Duration of processing	For the continuance of this Agreement
Nature of processing	In connection with the performance of the services and obligations under this Agreement
Purpose of processing	To enable the parties to work together in connection with the and dealing services for the Client and its customers and potential customers
Categories of data subjects	The employees of the Client and the Client's customers and potential customers
Type of personal data	Names, emails addresses, telephone numbers, email addresses, job titles, addresses, bank details
Authorised categories of sub-processors	[Assisted publication trade reporting service providers]