

stocktrade

ISA Terms and Conditions

EXECUTION ONLY ISA

www.stocktrade.co.uk

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Terms and Conditions for Stocktrade Execution Only Individual Savings Account (“ISA”) incorporating Corporate or Financial Adviser Schemes ISAs and ISA Transfers

INTRODUCTION

Stocktrade

Stocktrade, a division of Brewin Dolphin Limited (“Brewin Dolphin”), is incorporated in England and Wales under No. 2135876 and both its head office and registered office is located at 12 Smithfield Street, London, EC1A 9BD. We are authorised and regulated by the Financial Services Authority (“FSA”) whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS. We are entered on the FSA Register with registration No. 124444. The FSA Register is accessible at www.fsa.gov.uk/register.

1. Purpose of Terms

- 1.1 This Agreement (a term which includes these Terms and Conditions, your ISA Application or ISA Transfer Form, or, in the case of existing clients, any previous ISA or PEP Application or Transfer Form, our Booklet and the Rate Card) between Stocktrade (“we” or “us”) and the Account Investor (“you”) contains important material regarding your legal position and the way in which we will provide our services to you. **You should read this Agreement carefully. If there is anything that you do not understand or agree to, you should discuss this with us and seek clarification.**
- 1.2 We will administer your Account on an Execution Only basis. For the avoidance of doubt, investment selection is not our responsibility. You, or the individual to whom you have delegated investment selections on your behalf, have the responsibility to ensure that the investments are Qualifying Investments for the purposes of the ISA Regulations. If you are in any doubt as to the suitability of an investment, you should seek independent financial advice.
- 1.3 We will provide you with you with a summary of our Order Execution Policy which describes the factors we will take into account and the way in which we will deal with your order when executing bargains on your behalf. We will also provide you with a summary of our Conflicts Policy which describes our approach to handling conflicts which we may have when acting for our clients. Though we deal with conflicts on a case by case basis, the policy sets out the general framework within which we usually operate.
- 1.4 You will need to acknowledge your consent to our Order Execution Policy on the Application or Transfer Form. We shall notify you of material changes to our policy either through our website or in hard copy if specified by you. The latest versions of these policies are available in printed version on request or on our website at www.stocktrade.co.uk. If you would like further details of the Order Execution Policy or the Conflicts Policy at any time, they are available on request.

2. Effect, Commencement and Cancellation Rights

- 2.1 By signing and returning your ISA Application Form or ISA Transfer Form, you agree to be bound by and subject to the terms of this Agreement.
- 2.2 In addition to this Agreement, the ISA with Stocktrade is subject to the ISA Regulations.
- 2.3 For existing ISA clients (and existing PEP clients prior to 6 April 2008) this Agreement replaces any agreement or understanding that we may have had in the past and is effective from 6 April 2008.
- 2.4 For new ISA clients, the Agreement will come into effect when we have received your fully completed and signed ISA Application or Transfer Form and we have sent you written acceptance of your Application.
- 2.5 The terms of this Agreement shall continue to apply until varied in accordance with clause 72 or terminated in accordance with clause 62.
- 2.6 We reserve the right not to accept your application and may reject your application to open an account or transfer an account from another account manager at our absolute discretion and

without providing a reason. If we accept your application, we will write to you confirming this and will provide you with details of your Account including your account number with us.

- 2.7 If you are opening a new ISA you have the right to cancel this Agreement, provided you are entering into these Terms without having had face-to-face contact with us. You may exercise that right at any time in the period of 14 days following the date on which you receive notification from us of receipt and acceptance of your signed ISA Application Form (the "cancellation period"). However, your right to cancel this Agreement during the cancellation period will terminate upon any instruction from you to us to provide services under this Agreement (including to purchase or sell Qualifying Investments). If you wish to exercise your right to cancel you must notify us of your cancellation in writing to the address in clause 4 within the cancellation period. We will close your Account and pay you the balance in it with gross interest at the appropriate rate. You will be liable for any expenses you incur as a consequence of cancelling this Agreement in accordance with this paragraph. If you do not exercise your right to cancel we will provide the agreed services until our relationship is terminated in accordance with these Terms.
- 2.8 Cancellation rights do not apply to existing clients.

3. Your Information and Investments

- 3.1 You warrant that any information that you have provided or will provide to us is complete, up-to-date and correct and you acknowledge that it is your obligation to notify us promptly in writing to the address in clause 4 of any relevant changes in your personal details or circumstances. You warrant further that, at all material times, and, in particular whenever you instruct us to buy, sell or hold investments, you are, or will be, the beneficial owner of the investments. You further agree to ratify and be bound by all transactions undertaken by us on your behalf pursuant to this Agreement.
- 3.2 We are entitled to rely upon any information provided by you. If you provide us with inaccurate information, or if you fail to notify us of any changes to information previously supplied by you, this may adversely affect the quality of the services that we can provide. **It is important that you keep us notified of your contact details. Notwithstanding our best endeavours to contact you, if you fail to communicate to us any change of address, you may be financially disadvantaged in respect of Corporate Actions and US stock Withholding Tax issues.**

4. The Account Manager's Particulars

The full name of the Account Manager is Brewin Dolphin Limited and the administration of your ISA will be carried out by Stocktrade, ISA Department, 81 George Street, Edinburgh, EH2 3ES.

5. The Role of the Account Manager

We are authorised and regulated by the FSA and will administer the Account in accordance with this Agreement, the ISA Regulations and all relevant FSA requirements. We will provide dealing and cash management services in relation to Qualifying Investments and cash. We will also provide half-yearly statements, including valuations, together with details of all transactions and movements that have taken place.

6. Client Classification

We will treat you as a 'Retail Client'. Retail Clients benefit from a higher degree of protection under FSA rules than Professional Clients. You can ask us to treat you as a Professional Client and we may agree to do this although we do not have to do so. However, if you ask us to treat you as a Professional Client you should be aware that among the various protections lost will be the ability to complain to the Financial Ombudsman Service and the right to make a claim against the Financial Services Compensation Scheme. Please contact Stocktrade for further details of 'opting up' to a Professional Client and to request an application form.

7. Other Formats and Language

We will communicate with each other in English and documents and other information we supply will be in English. A copy of these Terms is available in other formats such as large print, audio or Braille. Please contact Stocktrade for assistance.

NATURE OF SERVICE

8. Execution Only Dealing Services

We will provide you with an Execution Only dealing service. The nature of this service means that we will not advise you about the merits or otherwise of a particular investment or transaction. We are not required to assess whether, or to ensure that, any investment, transaction or decision to trade is suitable for you. Furthermore, we have no obligation to assess whether, or to ensure that, any non-complex product or instrument is appropriate for you. You are solely responsible for your own investment decisions

9. Investment Risk

You should remember that past performance is not necessarily a guide to future performance. Our services relate to investments whose price depends on fluctuations in the financial markets outside our control. Both investments and recurring income from them may go down. Accordingly you may get back less than the amount you invested.

SUBSCRIPTIONS TO ISAs

10. How to make Subscriptions

- 10.1 Your initial subscription to open an Account in the relevant Tax Year must be made by completion of an ISA Application Form. However, some Corporate Schemes allow the use of "continuous" application forms, which dispense with the need for the completion of new forms each Tax Year.
- 10.2 Subscriptions to an Account may be made by you in cash, by sale and repurchase (Bed & ISA), or by Transferred Shares from an H M Revenue & Customs approved savings related share option scheme, approved profit-sharing scheme, or share incentive plan. Total subscriptions into the ISA in each Tax Year must not exceed the Relevant Statutory Limit.
- 10.3 You may make cash subscriptions to your ISA with Stocktrade provided that the total subscription in any Tax Year does not exceed the Relevant Statutory Limit. The Relevant Statutory Limit for the tax year 2008/09 and each subsequent Tax Year until further notice is £7,200 for a stocks and shares ISA, provided that none of the Relevant Statutory Limit has been subscribed to a Cash ISA (currently up to £3,600 may be subscribed to a Cash ISA in any Tax Year). Any future changes in the Relevant Statutory Limit will be notified to you with your half-yearly report.
- 10.4 The minimum subscription required to open a Stocktrade ISA is £1,000. We reserve the right to change the minimum subscription amount by providing notice to you.
- 10.5 Only qualifying individuals are permitted to subscribe to an ISA.

11. Sales of Shares held in your own name to subscribe to an ISA

There is, unless otherwise agreed by us, a minimum subscription amount of £1,000 (after the deduction of the stockbroker's charges) to be derived from the sale of investments already held by you for the purpose of subscribing to your ISA with Stocktrade. You may make additional subscriptions in this manner up to the Relevant Statutory Limit by further sales, each of which should individually have a minimum value of £1,000.

12. Investment Procedures for Cash Subscriptions

Your subscriptions to your ISA with Stocktrade will be invested in accordance with your instructions on any Dealing Day or the next Designated Dealing Day (where appropriate for

Corporate Schemes) following receipt of such subscriptions by us. For you to deal in Qualifying Investments, we should have received a completed Application Form, with all relevant supporting documentation, no later than 12:00 noon, two (2) business days prior to dealing. If we do not receive investment instructions with your application, the cash will be held in an interest-bearing deposit account pending an investment instruction from you.

13. Purchase of Qualifying Investments

- 13.1 Cash held in the Account will be invested by us in accordance with your instructions in Qualifying Investments purchased on the open market. Neither AIM nor Plus Market quoted stocks are Qualifying Investments, nor are any stocks with a redemption date attached which have less than five years to run at the time they are first held in the Account. If instructions are given to purchase any stock that does not qualify under the Regulations, you will be liable to pay the necessary costs to rectify the matter.
- 13.2 We will purchase at the prevailing open market price such number of Qualifying Investments as may be bought with any cash held in the Account. The Account will be credited with such number of Qualifying Investments.
- 13.3 HM Revenue & Customs requires that all cash held in the Account is held solely with the express intention of being invested into Qualifying Investments, or in the case of dividends/income, to be either paid out to you or reinvested.
- 13.4 For any US stock being transferred into an ISA or being purchased within an ISA, the US IRS requires us to obtain appropriate documentation from you. A US citizen or a person resident in the US for tax purposes must complete a FORM W-9. All other investors are required to complete a FORM W-8BEN. **If you are a non-US citizen and later change domicile to the US or start to pay US tax you must inform us immediately and must also provide details of your change of address together with a new FORM W-9.** You must also inform us immediately should you change domicile to any other country and a new W8-BEN form must similarly be completed. **If you are a US citizen and later change your domicile to any other country you will also need to complete a new FORM W-9.** We will endeavour to collect income on your behalf under the appropriate rate of withholding tax. Failure to advise us promptly (within 28 days in respect of a change of address) in relation to a FORM W-9 will result in the Account Manager selling your stock as soon as he becomes aware of the situation and un-invested cash will remain in your Account. Should you then withdraw these sale proceeds at a later date while still undocumented, the IRS require the Account Manager to deduct 28% from the sale proceeds and only remit to you the net amount.

14. Transfer from another account manager

- 14.1 An existing stocks and shares ISA held with another account manager may be transferred to our management, subject to our agreement. Any such transfer must be in the form of cash and/or by the transfer of the stocks and shares arising solely from that ISA.
- 14.2 Money saved in previous Tax Years in a Cash ISA may be transferred to your Stocks and Shares ISA with us without affecting your current Relevant Statutory Limit. You may also transfer money saved in a Cash ISA for the current Tax Year to your Stocks and Shares ISA, subject to the Relevant Statutory Limit.
- 14.3 You must complete a Transfer Form for each transfer giving your name, date of birth, address, post code and national insurance number, as well as a signed declaration, which in turn will allow us to hold the Qualifying Investments including un-invested cash on your behalf and to carry out the necessary communications with HM Revenue & Customs on your behalf.
- 14.4 We will contact your previous account manager informing them of our agreement to receive the Qualifying Investments and/or cash. However you will not be able to instruct an order to sell the transferring Qualifying Investments until they have been accepted and registered in our Nominee Company.
- 14.5 We will only allow a transfer in of an existing ISA from another account manager if it is allowed by the Regulations. We are not obliged to accept the transfer of an account to us.
- 14.6 We may accept an instruction to sell a Qualifying Investment prior to Anti-Money Laundering verification. However we will not remit any sale proceeds until such verification has been

satisfied. We reserve the right to refuse any instruction to sell a Qualifying Investment where Anti-Money Laundering verification has not been satisfied.

15. Investment Procedures for Transfers from another account manager

- 15.1 Your cash will be available to be invested upon your instructions on any Dealing Day following receipt of such cash by us. For you to deal we must be in receipt of the cash and/or Qualifying Investments from the previous account manager and such cash and/or Qualifying Investments must be held within your Account. We will inform you when such cash and/or Qualifying Investments are received and are available for investment. Cash received will be held in an interest-bearing deposit account pending an investment instruction from you.
- 15.2 There is no maximum sum which may be transferred provided that any such transfers are in accordance with the Regulations but such sums may be restricted at our discretion.
- 15.3 For transferred accounts, if any required paperwork is not available or is incomplete, all documents including any instructions will be returned to you for completion.

16. Transfer of Shares from an HM Revenue & Customs Approved Scheme to an ISA.

- 16.1 Where the Account is to contain shares arising from an approved savings-related share option scheme, those shares must be transferred to us before the expiry of the period of 90 days following the date on which you exercised your option.
- 16.2 Where the Account is to contain shares arising from an approved profit-sharing scheme, those shares must be transferred to us before the expiry of 90 days from the date that you directed the trustees to transfer the ownership of the shares to you, or if earlier, the release date in relation to those shares.
- 16.3 Where the Account is to contain shares arising from an approved share incentive scheme, those shares must be transferred to us before the expiry of 90 days from the date on which the shares ceased to be subject to the plan.
- 16.4 The date of transfer will be the date on which shares are transferred and valued in accordance with our investment procedures. For listed shares, the Market Value at the date of transfer will be used to determine the amount subscribed to your Account and will be certified in writing on that date to you.
- 16.5 Where the value of transferred Shares is likely to exceed the Relevant Statutory Limit, you must specify to us on the Application Form the number or value of shares to be transferred into the Account. Any surplus shares will be returned to you, unless we are advised to the contrary or you instruct us to sell some or all of the shares. You may combine any of the above methods for subscription provided that the aggregate of all such subscriptions remains within the Relevant Statutory Limit.

DEALING

17. Placing Orders

- 17.1 We will normally take orders for dealing over the telephone. We may also require a written signature on paper for any order. We will not normally accept dealing instructions or communications from you by facsimile or email. We will only accept instructions where we reasonably believe the instruction has been given by you or, by prior written agreement, with your authority.
- 17.2 Our normal business hours are 8.00 to 17.00, Monday to Friday (UK local time). We may take orders outside our normal business hours but are under no obligation to do so. Where we do take an order outside our normal business hours, we shall execute the order whenever reasonably practicable.
- 17.3 Telephone orders may be placed between 8.00am-4.30am Monday to Friday (UK Local Time). Dealing services may be affected by public holidays, both in the UK and in overseas jurisdictions, occasions when the LSE is not open for business, and hours of operation of overseas markets.
- 17.4 When you place an order by telephone, you will be given a price indication and you will instruct us whether or not you wish to proceed. The price given is an indication only and is

not a binding quote. Accordingly, the price indication may not always be the price obtained at the time of executing your order.

- 17.5 We may, at our absolute discretion and without giving reasons, decline to accept any particular instruction or order. If we accept your instructions or orders, we will use reasonable endeavours to carry them out. However, we will not be liable for any loss or expense incurred if we are unable to do so for whatever reason or if there is a delay or change in market conditions before the contract is effected.
- 17.6 If you are in any doubt about whether an order, instruction or other communication has been received or carried out, you must contact us as soon as is reasonably possible.
- 17.7 Once you have placed an order with us and we have accepted that order or instruction to deal, you will have no right of cancellation.

18. Limit Orders

Unless otherwise agreed, we will not accept Limit Orders.

19. Rollover

While the LSE rules allow us to rollover the settlement of a trade on one occasion, we will not accept such an instruction as the resultant activity may be interpreted as creating a false impression as to the volume of business in a security and therefore a breach of the Market Abuse Rules (see clause 28).

20. Underwriting Obligations.

We will not commit you to any underwriting obligations.

THIRD PARTY AUTHORITY

21. Appointment of Third Party

You may ask us to accept instructions from a third party. This request may be made by completing the relevant ISA Application Form. If we agree to accept third party instructions, we may need to perform anti-money laundering verification checks on the third party before accepting instructions from them.

22. Accepting Instructions

We may accept any instruction where we reasonably believe the instruction has been given by a third party with your authority. However, for your protection, we reserve the right to request a written signature on paper from you for any instruction.

EXECUTING YOUR ORDER

23. Best Execution

- 23.1 We will take reasonable steps to obtain, when executing your order, the best possible result for you. Please refer to our Order Execution Policy which explains how we will deal with your order and the factors that we will take into account.
- 23.2 The ISA Regulations require that we act as your Agent at all times.

24. Processing Delay

We reserve the right to postpone the processing of your subscription in circumstances where the volume of applications and/or dealing instructions for Accounts is so great as to render impracticable the orderly processing of applications or dealing instructions. Any such investments or deals will then be processed at the earliest time deemed practicable by us.

25. Aggregation of Orders

We may combine a transaction for you with our own orders and orders of persons connected with us and other clients. We will do so only if it is likely that the aggregation will not work to the disadvantage of the clients concerned. However, the effect of aggregation may on some occasions work to your disadvantage. When we aggregate a client order, we will promptly allocate the order and will not give an unfair preference to our company or to any person for whom we have dealt.

26. Confirmation of Transaction

26.1 We will send you a contract note which will confirm your transaction.

26.2 In the absence of manifest error, a contract note is deemed to be conclusive and acknowledged by you as correct unless we receive written notice from you, or we give written notice to you, to the contrary within 2 Business Days of delivery to your last known address (or within 7 Business Days for addresses outside the UK).

27. Conflicts of Interest

27.1 When we enter into a transaction on your behalf, we or some other person connected with us may have an interest, relationship or arrangement that is material in relation to the transaction or investment concerned. We do, however, require our employees to comply with an independence policy obliging them to disregard the interest, relationship or arrangement concerned when acting on your behalf. Your attention is also drawn to the fact that, when entering into a transaction for you, we could be:

- (a) buying or selling units in a Collective Investment Scheme where we are or an associated company is the trustee or operator (or adviser of the trustee or operator) of the scheme;
- (b) buying investments where we are involved in a new issue, rights issue, takeover or similar transaction concerning the investment; or
- (c) acting as a brokerfund adviser.

27.2 You agree that we and any relevant connected person may provide the relevant service despite any such interest and that we are not required to account to you for any income, gain, profit, or other advantage arising from doing so provided that we do not contravene the Rules.

27.3 Please refer to our Conflicts Policy for more detail of our approach to handling such conflicts.

28. Market Abuse

28.1 You agree that you will not deliberately, recklessly or negligently by act or omission, engage in market abuse (within the meaning of Part VIII of The Act) or insider dealing (within the meaning of Part V of the Criminal Justice Act 1993) or require or encourage another person to do so.

28.2 Market abuse is a civil offence for which the sanctions include an unlimited financial penalty. In some circumstances market abuse may be considered as a criminal offence for which you may be imprisoned. Insider dealing is a criminal offence for which you can be prosecuted, fined and imprisoned. If you are in any doubt as to your position, you should seek independent legal advice.

28.3 If you are a director, senior executive or employee of a listed or quoted company you must comply in respect of that company with the requirements of the model code on directors' dealings in securities, which can be found in the FSA Listing Rules sourcebook.

29. Statements and Valuations

29.1 We will send to you a statement (incorporating a valuation) twice yearly shortly after 5th April and 5th October. This statement will show the capital value and the amount of interest and dividends that have been paid into the Account, together with sales and purchases over the preceding six month period. Tax on the income of qualifying bonds and fixed interest stocks, if deducted at source, is reclaimed on your behalf. The statement will also advise how much cash is being held on deposit within the Account and the extent of the fees (which are detailed in the Rate Card).

29.2 The valuation included in your statement will typically be prepared on a trade date basis with the prices being determined as at close of business on the valuation date and as supplied by an external information provider. The basis of those prices will be shown on your six-monthly report. On occasion, however, the price may have to be established on a different basis to that stated, e.g. last trade or bid price. It should be noted that the values shown would not necessarily be those achieved on a sale of the holdings. In the case of any unquoted stocks the price that will be shown will be the price that was last agreed with HM Revenue & Customs valuations department.

30. Ownership of Shares

The Qualifying Investments will be held by us in one of our Nominee Companies but will remain in your beneficial ownership and must not be used as security for a loan. Shares, or share certificates held pending subscription to the Account will not be lent to third parties, nor used as security for a loan.

31. Our Charges

31.1 Our charges will be levied in accordance with our Rate Card. Any variation to these charges or the imposition of charges for services previously provided without charge will be made in accordance with clause 72. You should be aware of the specific taxes and charges involved with making investments. Stamp duty and other taxes in respect of all transactions and any out of pocket expenses incurred by us on your behalf are payable by you.

31.2 We reserve the right to pass on to you any currency, delivery and third party custody charges we incur. These are generally applicable when dealing in overseas securities. If these charges are varied by the third party, we will notify you as soon as possible after we become aware of the change. If we have shared any commission with any associates, this will be indicated on the relevant contract note. We may receive remuneration including commission from third parties in respect of transactions carried out on your behalf. Details of any such remuneration will be notified to you. We may receive initial commission or discounts from managers of Collective Investment Schemes, such as unit trusts and OEICs, which will be passed to you except for trail commission which will be retained by us.

31.3 It is not our policy to charge an up-front fee. We therefore do not deduct any amounts from the value of an Account on its transfer to us even should investments be transferred on different days. Should an introducing agent charge a transfer fee, the fee will be shown on the appropriate rate card.

31.4 Any charges due to us (or to agents used by us) plus any applicable tax may be deducted from any funds held by us on your behalf. Furthermore, we reserve the right to sell sufficient investments from the Account to meet any charges which remain unpaid by you in accordance with clause 53. Normal commission rates will apply in those circumstances (see Rate Card).

31.5 We may receive remuneration including commission from third parties in respect of transactions carried out on your behalf. Details of such remuneration will be notified to you.

31.6 We may receive initial commission or discounts from managers of Collective Investment Schemes, such as unit trusts and OEICs, which will be passed on to you.

31.7 We may receive and retain trail commission. Trail commission is a payment we receive from a fund manager relating to the aggregate holding in our nominee of a particular Collective Investment Scheme. These commissions will not be paid to you but will be retained by us. Details of any fund arrangements we may have with a fund manager in respect of your holdings in a particular Collective Investment Scheme will be notified to you on request.

32. Your Money

32.1 We deal with your money in accordance with the FSA client money rules which require us to hold your money segregated from our money and at an approved bank or credit institution. Client money will be held in a segregated account in the name of Brewin Dolphin Limited (client account) or in a client account in the name of any other company in the Brewin Dolphin Holdings PLC Group.

- 32.2 On behalf of HM Revenue & Customs and in accordance with the ISA Regulations, we will make a 20% flat rate deduction from any interest which is paid on un-invested cash within the ISA.
- 32.3 Any interest carried on un-invested cash balances will be credited to your Account on a half-yearly basis on the 1st April & 1st October each year. Details of interest rates are available on the Rate Card.
- 32.4 If you hold un-invested cash for what HM Revenue & Customs considers is an inappropriately long period, under HM Revenue & Customs rules we may be required to return the cash to you, and you may incur a tax liability. Any current year's cash so returned may only be re-subscribed to the extent that the Relevant Statutory Limit remains unused.
- 32.5 In the event of a client's death, all interest credited from the date of death will be subject to deduction of tax by us at the basic rate of income tax then prevailing. It is important that we receive prompt notification of a client's death (see clause 64).

33. Oversubscriptions and Small Payments

- 33.1 If you make subscriptions which exceed the Relevant Statutory Limit, we shall promptly repay you the amount by which you have exceeded that limit. Conversely, if we pay you more than the amount due to you, you agree to repay us promptly any such amount upon request.
- 33.2 We reserve the right not to issue cheques or to transfer sums less than £5. Sums less than this amount may be held in accordance with clause 32, until such cumulative amount reaches £5.

34. Unclaimed Balances

Any unclaimed balances under £5 will be donated to charity. If at any future date you raise a valid claim to these funds they will be repaid to you.

35. Risks of Certain Investments

35.1 Investment Trusts

Investment trust companies use or have the ability to use gearing as an investment strategy or invest or propose to invest in other companies that may use or propose to use gearing as an investment strategy. Movements in the price of the securities may be more volatile than the movements in the price of underlying investments. The investment may be subject to sudden and large falls in value and you may get back nothing at all if the fall in value is sufficiently large.

35.2 Structured Capital at Risk Products (SCARPS)

The return of initial capital invested at the end of the investment period is not guaranteed and therefore you may get back less than was originally invested. The amount of initial capital repaid may be geared, which means that a small percentage fall in the related index may result in a larger reduction in the amount paid out to you. Redeeming a product early may result in redemption penalties and a poor return. Any maximum benefit advertised for a SCARP may be only available after a set period. The rate of income or growth advertised may depend on specified conditions being met. The initial capital invested may be placed into high risk investments such as non-investment grade bonds. In addition to these risks relating to the nature of the product, there is the further risk that a counter-party may default on its obligations under the terms of a SCARP. Due to the complex nature of these products you should ensure that investment into these products is appropriate for your financial circumstances.

35.3 Penny Shares

A penny share is a security in which the bid-offer spread is 10% or more but is not a government security, a share quoted on the FTSE 100 or a security issued by a company which at the time of dealing has a market capitalisation of £100 million or more. There can be a wide difference between the buying and selling price of penny shares. You may get back less than the amount you paid for them and the price may fall quickly.

35.4 Non-Readily Realisable Investments (Illiquid Investments)

In the event that you instruct us to deal in Non-Readily Realisable Investments on your behalf, we will require you to complete an Appropriateness Form. These investments are

defined as investments that are neither government securities nor listed investments nor those which regularly trade on an exchange. The market in such securities can be, or can become, limited or difficult to deal in. When dealing in Non-Readily Realisable Investments, it can be difficult to assess what would be a proper market price for these investments.

36. Stabilisation

We may deal for you at your request in securities subject to stabilisation. Stabilisation is a price-supporting process that very often takes place in the context of new issues, including rights issues and, in particular, privatisations. It only takes place for a specified period. There are limits on the price at which shares, warrants or depositary receipts may be stabilised but none in respect of loan stock or bonds. Stabilisation can affect the market price of investments of the same class already in issue and of other investments whose price affects the price of the new issue. It takes place in order to ensure that an issue is introduced to the market in an orderly fashion and that the issue price and/or the price of associated investments is not artificially depressed as a result of the increase in supply.

37. Key Features Documents

Please note that we will not provide a Key Features Document or Simplified Prospectus for Packaged Products unless otherwise agreed between us. As this is an Execution Only Service you will have already decided on the merits of your purchase.

38. Foreign Exchange

In relation to foreign currency denominated investments, changes in the rates of exchange between currencies may cause the value of or income from your investments to go down or up, independently of their value in local currency.

39. Annual Statements required by the FSA

We will provide an annual statement showing your Qualifying Investments held in one of our Nominee Companies, and/or any cash on deposit. The statement will show where your investments are held and under what name they are registered.

CUSTODY OF YOUR INVESTMENTS

40. Nominee Companies

- 40.1 Your investments will be held and registered in the name of, or held for the account of, a Nominee Company under our control, on your behalf, except in the case of foreign securities (see clause 41)
- 40.2 You will retain beneficial ownership of the investments. Such investments will be registered in our name or in the name of one of our Nominee Companies or with another custodian in accordance with the Rules, such custodian to be nominated by us. These may include clearance systems and overseas third parties.
- 40.3 We accept responsibility for the safe custody obligations of the Nominee Companies which are our subsidiaries. We do not accept any liability in the event that banks or other custodians not connected with us default, however, we do assess the financial stability and operational risk of such entities.
- 40.4 You warrant that the investments that you wish us to hold in our Nominee Company are at your disposal or in your control and will remain free of any lien, claim, right of retention or any right of sale.
- 40.5 You agree that we may transfer your investments between any of our Nominee Companies, at our discretion, without cost to you; however, if you wish to transfer investments out of our Nominee Companies, a charge will apply as notified on our Rate Card.

41. Overseas investments

- 41.1 Overseas investments may be held by a sub-custodian and registered in the name of the sub-custodian's nominee company. Where we are holding overseas investments on your behalf, these may be held outside the UK and there may be different settlement, legal and regulatory requirements from those in the UK and different practices for the separate identification of investments.
- 41.2 If you require us to continue to hold US stock after (for example) moving residency to the United States of America, then the stock must be held in an individually designated nominee account and an annual fee will be levied by the custodian each year and passed on to you. In addition we may charge a fee due to changing of tax pool. Relevant fees are shown on the Rate Card.

42 Stock lending

We do not lend stock.

SHAREHOLDER'S RIGHTS

43. Dividends and Income

- 43.1 All the income, i.e., dividends, interest and other distributions paid to and received by our nominee company in respect of your investments held by it, will be credited to an income account in your name within 10 Business Days of receipt.
- 43.2 Provided there is income in your Account available to be paid out, all income received on your behalf and accumulated in your income account will, subject to the deduction of our charges, be paid to your bank account by BACS. Payments will be made to you on a quarterly basis shortly after the 5th day of January, April, July and October or, on a monthly basis shortly after the 5th day of each month if you have so elected. Alternatively, income will be left in your Account pending further investment instructions from you if you have so elected. Please note that charges are levied if you make more than four automated withdrawals in a Tax year (please refer to clause 59 and Rate Card).
- 43.3 Some Corporate Schemes have defined rules on dividends and income which are detailed on the appropriate Rate Card.
- 43.4 You will give us an initial instruction in writing for the handling of dividends and income. If you wish to change this instruction then you must give new instructions at least 14 days prior to the next payment date of a dividend by a company. We will handle dividends and income credited after receipt of your new instructions in accordance with those new instructions.
- 43.5 We will reclaim from HM Revenue & Customs tax deducted at source on any corporate bond or treasury stock where interest is paid net of tax on your behalf. Such tax credits will be applied to the Account as soon as practicable and dealt with in accordance with your instructions for the payment of dividends. Interest credits will also be credited to the Account as soon as practicable. We are not in any way liable for any loss of interest due to any delay outside of our control. If you have elected to have income paid out, then this will be shown on the cash and transaction statements, and will be posted to your bank account via BACS on the next appropriate automated payment date. Each Account will pay income separately and the credits on your bank statement will be shown accordingly. When there are no dividend or interest credits there will be no automated payment to your bank account.
- 43.6 Claims for dividends arising from "cum dividend" share dealings, where a purchaser does not become the registered holder of the shares at the relevant dividend record date, will be made by us:
- (a) on your behalf, in respect of shares purchased for the Account; and
 - (b) from you on behalf of the stock market in respect of shares which are sold.
- 43.7 Where your bank is not part of the UK BACS system then we will discuss with and agree with you arrangements for remitting funds to your bank. There may be costs involved in payments to banks outside the BACS system and we will advise you of these costs as at the time they arise.

43.8 For your own protection, if you request any payment of cash out of your Account to a bank account other than that which we have on record for you, we will write to you at the address we hold for you to seek confirmation of your instruction. During the intervening period your cash will remain in your Account earning interest as stipulated on the Rate Card.

44. Corporate Actions

44.1 If we ask for your instructions on a corporate action, event, or rights take up and, for whatever reason (including a failure to notify us of your change of address), you do not reply within the time limit we set then we may not be able to give effect to any late instructions. If we are unable to give effect to any late instructions from you we will take no action unless the relevant company has published a default option.

44.2 You should be aware that, for administrative purposes and in order to ensure that we meet the deadlines imposed by companies, any settlement systems or stock exchanges, it is often necessary to impose an earlier deadline on corporate actions than those set out in company documents. If in doubt you should clarify the timetable for any actions with us.

45. Shareholder Entitlements

The following actions will occur in respect of corporate events:

(a) all bonus issues made in respect of the shares held in the Account will automatically be credited to the Account; and

(b) in the event of a scrip dividend being offered, we will elect to take the cash alternative and we will not be responsible for informing you that any scrip alternative exists.

46. Rights Issue/Open Offer within the Account

46.1 Companies occasionally offer rights/open offer issues to raise new capital. Existing shareholders are given the opportunity to buy additional shares, usually at a preferential price.

46.2 When a Qualifying Investment in an Account offers a rights issue/open offer, we will write to you explaining the options available. Once you have made a decision, your reply must be returned in writing as confirmation of your decision.

46.3 Unless you instruct us to take up a rights issue/open offer, we will allow the rights issue/open offer to lapse and any pro rata distribution from the company will be paid to your Account. If sufficient money is not available in the Account the rights may be taken up outside the Account and on payment of an appropriate administration charge. Thereafter the Account manager will send a share certificate registered in your name or alternatively the shares may be held in our nominee name or such other nominee as you direct.

(a) Cash already held on deposit within the Account does not count towards the Relevant Statutory Limit unless subscribed in that same Tax Year.

(b) Additional cash subscribed to pay for the rights issue will count towards the Relevant Statutory Limit.

(c) An existing Qualifying Investment can be sold to pay for the rights issue/open offer.

(d) Where cash subscribed would exceed the Relevant Statutory Limit if the rights were taken up, then they will be allowed to lapse and any pro rata distribution from the company will be paid to the Account or alternatively you may elect to take up any surplus rights outside the Account as detailed above.

46.4 Where rights can be sold in the market, we will credit the amount raised to the Account. Normal commission rates will apply as shown on the Rate Card.

47. Fractional Entitlements

47.1 Our nominee company will usually receive one allocation of shares or units for all of the clients in our nominee who participate in an open offer, new issue, bonus, entitlement, rights issue or similar corporate action. The nominee company may also receive a small cash payment from the relevant company's registrars in respect of any fractional entitlement.

47.2 The shares received by the nominee will be allocated by us as follows: where the shares or units can only be transferred or registered in a whole number of shares or units, then we will

allocate to your account such number of shares or units rounded down to the nearest whole number that we calculate, using the relevant company's basis of allocation, are due to you.

- 47.3 Any shares remaining after we have made these allocations will be aggregated and sold. The resulting sale proceeds, together with the cash payment (if any) referred to in clause 47.1 will be distributed pro-rata amongst the relevant clients using the relevant company's basis of allocation. Any remaining cash balance will become our property. However, we reserve the right to deal with the sales proceeds and the cash payment (if any) as follows:
- (a) where your share of the proceeds of sale is £5 or above this will be credited to your account, and
 - (b) amounts below £5 will become our property.
- 47.4 Where you are a designated nominee client the shares and any cash payment in respect of fractional entitlements distributed by the relevant company will be posted to your account.

48. Voting

- 48.1 We will not normally vote at shareholder meetings in respect of any Qualifying Investments held on your behalf.
- 48.2 If you wish us to vote as your proxy, you must give us voting instructions no later than 3 business days prior to the date given by the company as the deadline date by which a form of proxy must be completed and returned for some Corporate Schemes.
- 48.3 We will not be required to attend, speak or vote at any meeting, although we may do so if agreed between us. Where we do agree to do so, a fee may be charged as notified in the Rate Card.

49. Your Rights to Company Reports

As your Qualifying Investments will be held in one of our nominee companies, you will not automatically receive annual reports and accounts issued by the entities in which you are invested. However, you may request that we obtain copies of such reports or accounts on your behalf. If you make such a request, a fee will be payable by you. Alternatively, you may access free copies of company reports in respect of selected companies from our website at www.stocktrade.co.uk, or you may contact the relevant company directly yourself to obtain such information.

50. Shareholder Concessions

You will forego rights to any company privileges (shareholder perks) to which you may have otherwise been entitled as the registered owner of an investment.

51. Takeovers and Company Reorganisations

- 51.1 We require your specific written or electronic instruction to exercise your voting rights or decision on a takeover or company reorganisation. We will use our best endeavour to contact you to seek your instructions. **If we are unable to contact you, we will take no action on your behalf. If an offer is declared unconditional, we will automatically accept the offer on your behalf.** You will not be informed immediately and any changes to your shareholdings or cash position will be set out in the next half yearly statement.
- 51.2 Unless the Qualifying Investment concerned can be registered as a fraction of a share or a unit, then any investment you receive as a result of a take-over, conversion or other offer will be rounded down to the nearest whole unit. Fractional entitlements will be dealt with in accordance with clause 47.
- 51.3 If we are notified of a proposed class action or group litigation order concerning Qualifying Investments that our nominee is holding or has held on your behalf we will be under no obligation to notify you or to otherwise act upon that notification.

OUR RIGHTS IF YOU OWE US MONEY

52. General

The charges referred to in the Rate Card will be automatically deducted from the Account. In the event that no dividends are paid to the Account, the charges will remain payable on the appropriate dates.

53. Realisation of Investments

53.1 Where there is insufficient cash in the Account to pay the outstanding charges, we may sell sufficient Qualifying Investments we are holding (or entitled to receive) on your behalf in order to meet any liabilities which you have incurred with us, including liabilities incurred for fees and charges. However, before we take such action, we shall make reasonable efforts to contact you in writing and allowing you 28 days to make alternative arrangements. We will charge our normal commission on any sale we execute for this purpose. Any monies still outstanding after such action will remain your responsibility.

53.2 Where there is insufficient cash in the Account to pay the charges, no further instructions from you will be processed until the charges are paid in full. It is our normal practice that we retain an un-invested balance of circa £30 to meet future fees at the time of the initial investment and on any subsequent reinvestments or income payment.

54. Interest on Default

If you default in paying any amount when it is due, interest will be payable by you on the overdue amount at the rate of up to five per cent (5%) above the base rate of a major UK clearing bank, such interest to accrue daily. The minimum interest charge on any overdue amount will be £5. The interest will be payable on demand. We may deduct any overdue amounts from other balances on any account that we may hold for you within the Brewin Dolphin Group.

55. Deductions and Set-Off

55.1. We may retain, or make deductions from, amounts that we owe to you or are holding for you where you owe us sums in respect of our fees, charges, costs and expenses.

55.2 Where any amounts are due to us on your Account, you agree that we may without reference to you satisfy the debt by transferring the amount owed from any other account with us in your name or account where you are one of the joint holders. We will notify you if we have done this.

56. Debt Recovery

We may refer to a debt collection agency any debt which you are unable or unwilling to pay, after reasonable attempts have been made to notify you. We may also at our absolute discretion and without further notification to you, sell the debt in its entirety to another party.

57. Charges Immediately Payable

The charges notified on the Rate Card will become immediately payable upon your withdrawal from, or termination of, the Account. Where there is insufficient cash on the Account all outstanding charges will be automatically deducted from the proceeds of sale of the Qualifying Investments. Where a transfer of the Qualifying Investments in the Account is requested you will be required to pay the charge prior to or at the same time as the processing of those instructions.

WITHDRAWAL AND TERMINATION

58. Cash Withdrawal

58.1 You may withdraw all or part of your investments held within the Account by giving notice in writing to the address in clause 4. Except where we reasonably believe that compliance with

your instruction may be impracticable or might cause a contravention of the ISA Regulations or any other law, rule of regulation, we will comply with your written instructions for withdrawal within a reasonable time provided that such time is not more than 30 days from receipt of your instructions.

- 58.2 Please note that it is against the ISA Regulations to allow an Account to become overdrawn under any circumstances. No further subscriptions to ISAs from previous years can be made regardless of any withdrawals made from the Account. Similarly, should any current year subscriptions be withdrawn from your ISA, these may only be re-subscribed if the Relevant Statutory Limit has not been reached.

59. Income Withdrawal Fees

Provided there is sufficient income in the Account, you may make up to four withdrawals of income free of charge by BACS in each Tax Year. We refer you to clause 43.2 regarding payments to you. If you request a payment outside your agreed payment dates, this will be subject to a charge as notified on the Rate Card.

60. Transfers to another account manager

- 60.1 You may, by giving notice in writing to the address in clause 4, elect to transfer the Account to another account manager. Such a transfer will be subject to the payment of all charges due and payable hereunder together with the clearing and settlement of any outstanding transactions and payments of any commissions or any other charge whatsoever or howsoever incurred. In the event that all such charges are not settled prior to the agreed transfer date of the Account, we may, prior to such a transfer, sell sufficient shares from the Account to pay the said charges. The transfer of stock out of our Nominee Companies will be subject to a charge, to cover our administration costs, as notified on the Rate Card. Alternatively, the portfolio can be liquidated and the cash less deduction of charges will be transferred to your new account manager accordingly.
- 60.2 Should you request a partial transfer to another account manager, you must specify whether that transfer relates to the current year's subscription or previous years' subscriptions. If no instruction is given, we will automatically transfer the specified amount from the previous years' subscriptions first.

61. Voiding of the Account

- 61.1 If you breach any of the ISA Regulations you may lose the ISA tax benefits and the Account may be voided. Where you cause a breach of the ISA Regulations or HM Revenues and Customs requirements resulting in the Account being voided, an additional fee will be charged as stated on our Rate Card and we will notify HM Revenue & Customs. In addition, where you breach any of the ISA Regulations we may, without your prior authorisation, dispose of any investments held within the Account in order to void the Account.
- 61.2 If, by reason of any failure to satisfy the provisions of the ISA Regulations, your Account has or will become void for tax purposes, we will notify you. If you become aware that the Account is in breach of the ISA Regulations for any reason you must notify HM Revenue & Customs and us immediately.

62. Termination

- 62.1 You may terminate your relationship with us by giving written notice specifying the date on which you wish to terminate to Stocktrade at the address shown in clause 4 or to the Compliance Officer at Brewin Dolphin Limited, 12 Smithfield Street, London, EC1A 9BD.
- 62.2 We may terminate our relationship with you by giving at least 28 calendar days' written notice to you. We do not have to provide any reason for the termination. We will ask you for your instructions regarding any stock and cash held for you and thus you will be given 28 calendar days to make alternative arrangements. After this time we will cease to act for you which includes where relevant managing your portfolio and, wherever possible, we will materialise your investments and dispatch them to the last address that you have notified to us.
- 62.3 This agreement will terminate immediately if:

- (a) you make a voluntary arrangement with your creditors;
 - (b) you become bankrupt;
- 62.4 You will remain liable for prompt settlement of all outstanding transactions, fees, charges and obligations related to services provided by us prior to termination. We will return the balance of any monies we hold to you.
- 62.5 These Terms shall, even after termination, continue to govern any legal rights or obligations which have already arisen or which relate to our services under these Terms or which arise in consequence of termination and any outstanding debts relating to those services must be satisfied.
- 62.6 We will carry out your reasonable instructions relating to the termination as soon as is reasonably practicable.
- 62.9 Where we do not hold any stock or cash within your account, the account will be closed.

63. Account Termination Charge

As notified on the Rate Card, a termination charge will be levied upon the termination of your Account.

64. Death of a Client

- 64.1 The Account will terminate upon the death of the holder of the Account. We require a certified copy of the deceased's death certificate before we are able to change our records pertaining to any individual. A charge will apply as notified on our Rate Card. The legally appointed Personal Representative(s) of the estate will be required to supply an official copy of the grant of probate, certificate of confirmation, letters of administration or equivalent proof of their appointment before any funds can be released. The tax shelter of the Account will terminate upon the date of death and dividends or interest paid after the date of death will be subject to the basic rate of income tax associated with a fully taxable portfolio of stocks and shares. For capital gains tax purposes, shares will be treated as acquired by the Personal Representative(s) at the market value as at the date of death. Subject to the completion of any outstanding transactions and the payment of any outstanding charges, instructions will be accepted from the Personal Representative(s) to sell all of the Qualifying Shares in the Account, to reregister them into another individual's name or to transfer to the Personal Representative(s) the net cash proceeds or share certificates where applicable.
- 64.2 On receipt of formal notification of death, we will continue to levy the normal administration charge, on the same basis as previously levied for the ISA until the investments and un-invested cash have been removed from our administration. These charges will be accrued and deducted from the proceeds when the Account is wound up.

65. Legal Incapacity

In the event of your legal incapacity, this Agreement will be terminated automatically upon our receipt of written notice unless you have granted a valid enduring, lasting or continuing power of attorney under which we can continue to administer the Account in accordance with your attorney's instructions until such time as the power of attorney is revoked, or until the time of the Account Investor's death.

OUR LIABILITY

66. General

- 66.1 We will take reasonable care in providing our services to you. You agree in addition to your obligations under clauses 2.4. and 2.5 that, upon request, you will promptly provide the information, payment or documents in order for us to do so. You accept that if you do not do this our ability to provide our services may be affected and you could incur additional costs and obligations.
- 66.2 We shall not be responsible for loss suffered by you except to the extent that such loss is as a result of our negligence, wilful default or fraud. You may also have rights against us under

the regulatory system which applies to us under the Financial Services and Markets Act 2000 (including the rules contained within the FSA Handbook) and we do not seek to exclude or limit our duties or liabilities under the regulatory system. Your rights under the regulatory system or any other statutory rights you may have are not affected in any way by these Terms. For further information about these rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau. The FSA website www.fsa.gov.uk (underlined) also has a consumer section.

66.3 Nothing in these Terms shall be read as excluding or restricting any liability we may have for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence.

67. Document Delivery and Payments

We shall have no responsibility for money paid to you once the money has left our bank account to the account previously specified by you to us. Any correspondence and/or documents of title that are dispatched to you by post or courier to the latest address as notified to us by you are sent at your sole risk. We shall have no responsibility for any failure in delivery to you on the part of the postal system or any courier company.

68. Liability arising from use of Website and Communications

68.1 We will not be liable under any circumstances for any direct, indirect, incidental, special, punitive or consequential loss or damage which results or may result from your use of our website (including but not limited to system errors, deletion or loss of files, defects or delays in transmission of information, any failure of our server or the internet, or any other event beyond our control) or your access to the internet or use thereof for any purpose whatsoever or for any reliance on or use of information received on or through the website or the internet.

68.2 Security of your username, password and any other access details in respect of any online service we provide is your responsibility.

68.3 You must contact us immediately if you suspect that your username, password or any other access details have been disclosed to, or obtained by, a third party and that your security details may be in jeopardy.

68.4 We shall have no liability to you arising from breach of confidentiality or for any loss incurred if any other person sees any communication which we send to you by post at the address we hold for you or which we send electronically to any e-mail address that you have specified to us. However this shall not limit any liability we may have to you for any direct loss you may incur as a result of unauthorised access by a third party to communications sent to us from you where such access has been gained by the third party as a result of our negligence, wilful default or fraud.

69. Force Majeure (Unforeseen Events)

We shall not be liable if we cannot perform our obligations by reason of any cause beyond our control, including but not limited to any act of God, fire, act of Government or supranational bodies or authorities or state, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute, inability to communicate with market makers for whatever reason, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our control. If such an event happens we will do what we reasonably can to mitigate its effect on our ability to perform our obligations to you.

YOUR OBLIGATIONS TO US

70. Indemnity

70.1 In some cases we may have to bear additional costs because of the specific circumstances of a transaction. You agree that if we have to bear any claims, demands, liabilities, losses,

expenses or costs (including costs of any third party) as a result of the matters listed in clause 70.2 then you will be responsible for paying to us their full amount (this is known as “indemnifying” us). These include but are not limited to commissions, transfer and registration fees, taxes and all other financial liabilities relating to your investments or the services we provide to you. You will not however be liable for our commercial payments for services or for taxes we pay on our own account.

70.2 You agree to indemnify us against all claims, demands, liabilities, losses, expenses or costs (including costs of any third party) that we bear as a result of:

- (a) acting on your instructions;
 - (b) signing documents on your behalf with your consent;
 - (c) anyone else claiming to be entitled to investments which form part of your portfolio(s), including, without limitation, any such party who claims to have had any interests in investments bequeathed to him; and/or,
 - (d) material breach by you of these Terms
- except to the extent that we suffer them as a result of our negligence, wilful default or fraud or breach of the Rules.

70.3 As an Execution Only service, all transactions are entered into entirely at your risk.

VARIATION AND NOTICES

71. Notices

71.1 **Notices required to be given by us to you under this Agreement will be in writing addressed to your last known address and delivered by post, hand or courier, or sent by facsimile transmission or Email.** Notices and other correspondence sent by us shall be deemed to be received by you two business days after posting if sent by first class prepaid post to addresses within the UK, seven business days if sent by airmail post to addresses outside the UK, or on transmission if sent by Email or facsimile. Other notices, instructions and communications may be given by us in person or by telephone. Notices required to be given to us by you under this Agreement must be given in writing to the address specified in clause 4 unless otherwise specified in this Agreement. We will not accept Notices from you by facsimile or email. **You must update us immediately of any change to your address and/or contact details. This is particularly necessary for holders of US stock where the US IRS tax implications can be financially damaging if their requirements are not followed** (please refer to clauses 3.2 and 13.4).

72. Variation

72.1 We may vary this Agreement and the characteristics of our services by written notice to you. We will give you a reason for the proposed change and a summary of any material changes.

72.2 Any variation will become effective on a date specified in the notice which will be at least 28 days from the date the notice was sent to you. No variations will affect any outstanding order or transaction or any legal rights or obligations which may already have arisen.

DATA PROTECTION

73. Personal Information

73.1 We comply with the Data Protection Act 1998 (“DPA”) which governs how we may use your personal information and provides you with certain rights in respect of your data.

73.2 In order to provide the services under this agreement, we may process personal information which you have supplied to us or which has been supplied by a third party relating both to you and to other individuals, such as your spouse. You confirm that you have obtained their prior consent to provide this information to us and for us to process it in order to provide our services. Records of your personal information will be held in accordance with the DPA and shall not be kept for longer than is necessary.

73.3 You confirm we may use or disclose your personal information for the purposes of administering your Account, carrying out credit checks, recovering a debt and preventing fraud.

73.4 In certain circumstances and to the extent necessary to provide our services, we may need to process information about you which the DPA classes as 'sensitive personal information', such as your medical status, and by signing the ISA Application Form or ISA Transfer Form you consent to us doing this.

74. Credit Checks

If we carry out a credit check, the check will be undertaken by a licensed credit referencing agency, which will retain a record of that check. This information may be used by other stockbrokers, financial institutions, etc. in assessing applications for credit by you and members of your household and for occasional debt tracing and fraud prevention purposes. By signing the ISA Application Form or ISA Transfer Form you consent to these checks being undertaken. Details of the service we use are available upon request.

75. Disclosure

75.1 We will keep your personal information confidential and only disclose it to our agents, business partners and contractors for the purposes of administering your account, to regulatory authorities, stock exchanges, clearing houses, share registrars, statutory and government bodies, and to persons who provide us with services in connection with credit checking and to anti-fraud controls. We may also disclose it by order of a competent court or if the law otherwise permits disclosure.

75.2 For Corporate Schemes we may communicate with your/your past employer in order to establish any procedural matters in relation to any shareholding or specific personal details that may be held about you (e.g. change of address not notified to us).

75.3 We may use your personal information to advise you about Stocktrade or Brewin Dolphin services or for other marketing purposes and, by completing and signing the ISA Application Form or ISA Transfer Form, you consent to us sharing your personal information within our group structure for this purpose unless you have notified us to the contrary on the relevant form or notify us otherwise in writing.

75.4 We may pass on personal information about you to parties who may be based outside the EU, in countries which do not have the benefit of equivalent data protection legislation. Before doing so we will require in our contract with other parties that they put into place equivalent safeguards provided under EU law to protect your personal data.

75.5 You have the right to obtain a copy of the information we hold about you by writing to the Data Protection Officer at Brewin Dolphin Limited, 12 Smithfield Street, London EC1A 9BD. We reserve the right to charge the statutory fee in accordance with the DPA for providing this information.

76. Record Keeping and Recording of Calls

We may record telephone conversations and retain copies of them, together with any transcripts and any written communication we have with you. These will remain the property of Brewin Dolphin and will be used by us for the purpose of administering your account, training purposes, to evidence compliance with regulatory requirements, or be used by either party as evidence in the event of a dispute. Subject to any lawful right of non-disclosure we may have, you may request disclosure of these records although such disclosure may be subject to a fee.

ANTI-MONEY LAUNDERING

77. Anti-Money Laundering

77.1 We have certain responsibilities to verify the identity and permanent address of our clients under UK anti-money laundering legislation and the Proceeds of Crime Act 2002.

- 77.2 As a resident in the UK, we may undertake an electronic anti-money laundering check of the personal data you have provided. The check will be undertaken by a reputable referencing agency, which will retain a record of that check. This information may be used by other stockbrokers, financial institutions, etc. for fraud prevention purposes. Details of the service we use are available upon request.
- 77.3 Where an electronic check of personal data is not appropriate or acceptable you will be asked to provide documents to establish the correctness of your personal details. These will generally be a certified copy of your passport or photocard driving licence and a copy of a recent bank statement or utility bill or other acceptable documents, details of which will be supplied on request.
- 77.4 You agree that we may verify the identity and permanent address of any third party or beneficial owner connected to your account and that if we ask you for information to perform the verification you will provide it to us promptly and it will be accurate.
- 77.5 We reserve the right not to make payments to third parties or to bank accounts not in your name, or accounts held in a jurisdiction outside of the EU.
- 77.6 If you invest in some products such as unit trusts, we may be requested by the product provider to forward to them copies of any verification of identity and address documents that we have obtained from you. You confirm that we have your permission to forward these documents to such persons if so requested.
- 77.7 We may also be required to pass these documents to our bank or another institution where you have a deposit account with them. You confirm that we have your permission to forward these documents to such persons if so requested.
- 77.8 Anti-Money laundering requirements above will not normally be required for the maturity of HM Revenue & Customs qualifying savings scheme, where the Account Manager is in receipt of appropriate documentation from the company showing evidence that the shares qualify and have emanated from such a scheme.

78. Financial Promotions (only applicable to individual clients not introduced through an Agent)

We may communicate with you, initially in writing, offering you the ability to subscribe additional funds to your ISA, within the annual HM Revenue & Customs limits. At no time are you obliged to accept any offer to subscribe additional funds.

CLIENT PROTECTION AND COMPLAINTS

79. Your Protection

- 79.1 We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 of any claim, so the maximum potential compensation is £48,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.
- 79.2 Brewin Dolphin has taken care to ensure the quality of its insurance programme. We have in place specific cover via the Securities Industry Policy Scheme to provide us with protection to its maximum limit of £20 million for any one claim in respect of losses arising out of fraud, misappropriation or theft of any client's assets in our custody and control, which includes both cash and securities. As a further safeguard we have topped up this cover to give us a current total insured limit of £60 million.

80. Complaints

- 80.1 You should contact Stocktrade ISA department at 81 George Street, Edinburgh, EH2 3ES immediately if you are dissatisfied in any way with any aspect of your Account or our services.

- 80.2 If after speaking to us the matter is not resolved to your satisfaction then we will send you a copy of our Complaints procedure. You can at any time write to our Compliance Officer at Brewin Dolphin Limited, 12 Smithfield Street, London, EC1A 9BD. A complaint can be made in writing, by telephone, by fax, by email or in person.
- 80.3 We treat any complaint very seriously and aim to resolve a complaint fairly and promptly. We have an independent Client Services department which will investigate and deal with your complaint in accordance with our procedures. We hope to resolve all complaints amicably, however, should we be unable to resolve any matter between us you can subsequently direct your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. There is however a statutory time limit for you to refer the matter to the Ombudsman which is within 6 months of you receiving our final decision letter.

GENERAL TERMS

81. Disclosures of Interests in Shares

You are responsible for monitoring the level of your shareholdings and making the relevant disclosures when your shareholding in any company reaches/exceeds/falls below certain threshold levels in accordance with the current legislation, even though your investments will be held within our nominee company. We will endeavour to notify you if we believe you should make a disclosure in respect of your investments but we cannot be held liable for any failure to do so.

82. Assignment

- 82.1 You agree that you may not assign, dispose of or grant security over any of your rights and obligations under these Terms.
- 82.2 We may assign or transfer any of our rights or obligations under these Terms or delegate all or any of our functions under these Terms to a third party. We will give you written notice of any assignment. If you object to such assignment, you may terminate these Terms with immediate effect in accordance with clause 62.1. We shall not make a charge for transferring any investments we hold for you if you terminate under this clause.

83. Severability

If any provision (or part of any provision) of these Terms becomes invalid, void, voidable or unenforceable, or contravenes any applicable regulations, that provision (or part) will to such extent be deemed not to form part of these Terms. The remaining clauses will remain unaffected.

84. Terms for our Benefit

- 84.1 Where a term of this Agreement or any subsequent arrangement entered into between us relating to the subject matter of this Agreement is intended to be for our benefit, whether it is expressly stated to be for our benefit or not and whether designed to protect our credit position when dealing on your behalf or otherwise, such term or subsequent arrangement shall be for our benefit only. We shall not be liable to you or any third party for any failure on our part to act in the manner contemplated by such term or arrangement.
- 84.2 Any failure to exercise or any delay in exercising a right, power or remedy provided by these Terms or at law will not constitute a waiver of or bar to the enforcement or exercise of the right, power or remedy or a waiver or bar to the enforcement or exercise of other rights, powers or remedies. No single or partial exercise of a right, power or remedy provided by law or under these Terms will preclude the exercise of any other right, power or remedy.

85. Use of Third Parties

We may appoint sub-contractors, agents or other parties to enable us to perform services under this Agreement. We may also delegate any of our functions under this Agreement to any wholly owned subsidiary of our parent company Brewin Dolphin Holdings PLC.

86. Government Stakeholder Products

The ISA with Stocktrade does not meet the requirements to qualify as a 'stakeholder' product.

87. Applicable Regulations

87.1 The provision of our services to you is subject to all applicable laws, regulations, exchange requirements and other provisions or market practices (Laws and Regulations) to which we are subject, whether legally enforceable or not. If any conflict arises between this Agreement and any applicable Laws and Regulations, the latter shall prevail. We are not required to do anything or refrain from doing anything which would in our opinion infringe any applicable Laws and Regulations and may do whatever we consider necessary to comply with them. All stock market transactions will be undertaken in accordance with the applicable rules of the relevant exchange.

87.2 This Agreement shall not restrict or exclude any obligation that we may have under the Rules.

88. Effect of this Agreement

88.1 This Agreement constitutes the whole agreement and understanding of the parties as to the subject matter of this Agreement and it supersedes all prior representations (other than fraudulent misrepresentations), communications, negotiations and understandings concerning the subject matter of this Agreement. You acknowledge that you have not relied on any representation or warranty except expressly set out in this Agreement. Nothing in this clause shall be construed to exclude any liability on our part under the regulatory system or which is not otherwise permitted by law to be excluded.

88.2 These Terms are only enforceable by you and us and no other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

89. Taxation

89.1 We are not tax experts and will not provide you with advice on taxation laws and your personal tax position under this agreement. We strongly advise you to understand the tax consequences of using our services and take professional advice. We do not accept liability for any adverse tax consequences which may result from your use of the services we provide to you under these Terms, unless they result from our negligence, wilful default or fraud.

89.2 Bases and tax rates and the amounts of tax relief can change; the value of any tax relief will depend on your personal circumstances.

90. Interpretation

In these Terms, unless the context requires otherwise:

- a. headings are inserted for convenience only and will not affect the construction or interpretation of these Terms;
- b. words importing the singular include the plural and vice versa;
- c. any reference to a statute, statutory instrument, the Rules or other regulation includes all provisions, rules and regulations made under it and will be construed as a reference to such statute, statutory instrument, the Rules or regulation as amended, consolidated, re-enacted or replaced from time to time;
- d. a reference to any party shall include that party's personal representative, successor or permitted assigns;
- e. in the event of any conflict between these Terms and any document, these Terms shall prevail;
- f. references to Brewin Dolphin Limited include Stocktrade or any other successor names or trading names notified to the FSA and appearing on the FSA register.

91. Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the English Courts.

GLOSSARY

In this Agreement, words importing gender include all genders, and the following words and phrases have the following respective meanings:

AIM: means Alternative Investment Market.

Account: A Stocktrade ISA consisting of the stocks and shares component only, established pursuant to the Regulations.

Account Investor (“You”): An individual who subscribes to an Account and who is a qualifying individual within the meaning of The Individual Savings Account Regulations 1998.

Account Manager: Stocktrade, a division of Brewin Dolphin Ltd (BD). BD, is a firm approved by HM Revenue & Customs to manage ISAs.

Agent: An individual or firm to whom you have delegated investment decisions on your behalf. Additionally, “Agent” can mean a firm that Stocktrade may transact business with on your behalf.

Agreement: A term which includes these Terms and Conditions, any ISA Application or Transfer Form (including any previous ISA or PEP Application or Transfer Form), our booklet and the Rate Card.

Application Form: The application form to be completed by an Account Investor whereby the Account Investor applies to the Account Manager to subscribe to the Stocktrade ISA and agrees to the terms of the Agreement.

Approved Share Saving Scheme: Any savings-related share option scheme or profit-sharing scheme that is approved by HM Revenue & Customs.

Associate: Each member of the Brewin Dolphin Group of Companies, its agents, divisions, employees and servants.

BACS: Bankers Automated Clearing System.

Brewin Dolphin Group: Brewin Dolphin Holdings PLC, incorporating Brewin Dolphin Limited, also trading as Stocktrade.

Cash: A Qualifying Investment which is held on deposit for the intention of purchasing other Qualifying Investments or for payment of liabilities incurred within the Account.

Certificate: The document or other physical evidence of title to an Investment.

Collective Investment Scheme: An investment fund, such as a Unit Trust, Investment Trust or Open Ended Investment Company (OEIC), that pools together the money of a large number of investors and invests it on their behalf.

Corporate Scheme: An ISA set up with a company’s involvement to include its shares.

Dealing Day: Any day the LSE is open for business or, for foreign shares, where recognised overseas investment exchanges are open for business.

Designated Dealing Day: The day on which we will buy or sell UK or foreign shares for a particular Corporate ISA on a bulk basis at a reduced commission rate, subject to the LSE being open for business (or in relation to foreign shares, when relevant overseas exchanges are open for business).

Execution Only: Dealing where we will not manage or review your Account, will not advise you about the merits of a particular investment or transaction, and we will not be required to ensure that the transaction or investment is suitable for you.

Foreign: Outside of the United Kingdom of Great Britain and Northern Ireland (and “overseas” and “abroad” should be construed accordingly).

FSA: The Financial Services Authority or any successor or replacement organisation.

Instructions: Any form of request in respect of your Account, including (but not limited to) details of payment, orders for dealing, transfer of stock and cash and termination.

In Writing: This is writing in a legible form on paper or an electronic form. This does not include facsimile or emails.

ISA: An Individual Savings Account within the meaning of the ISA Regulations.

ISA Regulations: The Individual Savings Account Regulations 1998, as amended from time to time including any replacement regulations.

Limit Orders: An order to buy a specified quantity of a security at or below a specified price or to sell it at or above a specified price (called the limit price).

LSE: The London Stock Exchange.

Market Value: The price for which a particular investment might reasonably be expected to be purchased in the open market and usually calculated by reference to the Quarter-Up Price.

Money Laundering: Money Laundering is the process by which the source of illegally obtained money is disguised. We have a statutory obligation to prevent money laundering by verifying the identity and address of all new applicants for business.

Nominee Company: Any company under our control that acts as the registered owner of securities, but holds the investments on behalf of the beneficial owners of the securities.

OEIC(s): Open Ended Investment Company.

Our Bank: The Bank of Scotland, or successor thereto or any other authorised bank used by us.

Packaged Products: A unit in a regulated Collective Investment Scheme or an interest in an investment trust savings scheme.

Penny Share: A readily realisable security in relation to which the bid offer spread is 10% or more of the offer price, but not:

(a) a government and public security; or

(b) a share in a company quoted on the Financial Times Stock Exchange 100 Index.

Personal Representative(s): A person appointed under the law of the relevant jurisdiction to administer the estate of a deceased person.

Plus Market: The name of a recognised equity stock exchange in London.

Portfolio: Your account(s) with us and includes any currency accounts or cash deposit accounts held with us (whether held by us, one of our Nominee Companies, a custodian or a product provider).

Professional Client: a client categorised as either a “per se professional client” or an “elective professional clients” as defined in the Rules.

Qualifying Employee Share Scheme: Any savings-related share option scheme, profit-sharing scheme or share incentive scheme approved by HM Revenue & Customs, but not a company share option plan or executive share option scheme.

Qualifying Investments: Those investments which may be held in an Account in accordance with the Regulations.

Qualifying Shares: Any shares or securities allowed under HM Revenue & Customs regulations.

Quarter-Up Price: The price determined by adding 25% of the difference between the previous days’ published closing bid and offer spread (i.e. the selling and buying prices) to the previous days published closing bid price.

Rate Card: Notification to be provided by us to you of all fees charged and commission relating to the Account, and if applicable for a Corporate Scheme, a note of the relevant Dealing Days or Designated Dealing Day.

Regulations: The HM Treasury ISA Regulations.

Regulator: A body or institution responsible for regulating investment business within any jurisdiction.

Relevant Statutory Limit: The statutory subscription limit provided in the ISA Regulations relevant to the particular Account.

Rollovers: The act of postponing the final settlement of a position in a security by closing an existing unsettled transaction and entering into a new transaction in the same security, which creates a new position for settlement on a later date.

Rules: The rules contained with the FSA Handbook of rules and guidance.

Stocktrade: A division of Brewin Dolphin Limited responsible for the administration of a Stocktrade ISA product.

Stocktrade ISA: An ISA consisting solely of stocks and shares, established pursuant to the Regulations.

Subscription: means the amount that is subscribed by you into your Account by lump sum payment(s) or transfer of stock (excluding transfers in from other account managers).

Tax Year: A period commencing on 6th April in each calendar year and ending on 5th April in the following calendar year.

The Act: The Financial Services and Markets Act 2000 as amended or re-enacted.

Transfer Form: The Transfer Form and declaration form to be completed by you whereby you apply to us to transfer an existing ISA to the Stocktrade Execution Only, Corporate or Financial Adviser ISA.

Transferred Shares: Qualifying Shares arising from a qualifying employee share scheme or profit-sharing scheme or Qualifying Investments or cash from another account manager to a Stocktrade ISA .

UK: United Kingdom.

US: United States of America.

US IRS: United States Inland Revenue Service.

we/us/our: includes Brewin Dolphin Limited, Stocktrade or any member of Brewin Dolphin Holdings Plc Group (including an employee).

You/your/client: The person(s) entering into this Agreement.

Words and phrases defined by the FSA or by law for the purposes of laws and rules in respect of financial services regulation shall, except where the context requires otherwise, bear the same meaning in this Agreement. In the event of conflict between the definition of a word or phrase as set out in this Agreement and the definition of a word or phrase as prescribed by the FSA or by law, the latter shall prevail, except where the context requires otherwise.

April 2008