

WOODSIDE CORPORATE SERVICES LIMITED – TERMS FOR RECEIVING AGENT SERVICES

1. These terms

- 1.1** These are the terms and conditions on which we provide receiving agent services in respect of your Investments. By acting as a receiving agent, we will hold and keep your Cash safe and process Cash transfers in connection with the purchase or sale of your Investments.
- 1.2** By entering into an agreement with Wymondham Abbey Project Limited (the “**Company**”), to which these terms are attached, or by requesting us (via the Company) to hold and process your Cash (whichever is earlier), a legally binding agreement will come into existence between us and you.
- 1.3** You hereby confirm that the Company is authorised by you to give us Instructions on your behalf.
- 1.4** You acknowledge and agree that we are not a party to your contract with the Company and so we are not responsible for any services and/or advice provided by the Company.

2. Your status

- 2.1** We have categorised you as a “retail client” for the purposes of the FCA Rules. This gives you the highest level of protection under the FCA Rules. You agree to such categorisation and to being treated as a retail client for the purposes of the FCA Rules and under and in accordance with the provisions of these terms.
- 2.2** You have the right to request to be re-categorised as a “professional client” for the purposes of the FCA Rules. If you wish to make such a request, please contact the Company, who will submit your request to us on your behalf. We will consider your request but we are under no obligation to accept it and re-categorise you as a professional client.

3. Your right to cancel this agreement

- 3.1** If you are a consumer, you may have the right to cancel this agreement, normally within 14 days from the date when this agreement becomes binding. This may be the case for example if this agreement is concluded at a distance (i.e. without your and the Company's physical presence at the same time and in the same place). You should refer to your agreement with the Company for more details about your cancellation rights.
- 3.2** To cancel your agreement with us under clause 3.1 you will need to ask the Company to send us a notice in writing, prior to the expiry of the 14 calendar days' cancellation period. Such notice does not need to give us any reasons for your cancellation.
- 3.3** You may also be entitled to cancel your contract with the Company and if you exercise your right to do so, such cancellation will extend to the cancellation of our Services under these terms.

3.4 If you cancel this agreement in accordance with this clause 3, we will return all your Cash promptly, and not later than within 30 calendar days from the receipt of your notice of cancellation. However, if we received Instructions to carry out and complete a Transaction before the end of the 14 calendar days cancellation period, we will be entitled to retain such Cash as may be required to settle any outstanding Transactions.

3.5 If you do not cancel this agreement within the 14 calendar days' cancellation period, you will lose your right to cancel under this clause 3. However, you will still be entitled to terminate this agreement under clause 12.

4. Identification and verification checks

4.1 We are required to comply with our own identification and verification procedures, referred to in these terms as "know your customer" checks for the purpose of anti-money laundering law, sanctions and other laws and regulations. If the necessary information is not already available to us, we have the right to ask you or your financial adviser or any intermediary named in your application form to provide to us any information and documentation to us that is necessary to comply with all applicable laws and regulations. You agree to provide any reasonably requested information and documentation to us promptly. If you do not provide any requested information and/or documentation to us within 5 calendar days from our request, we will have the right to terminate this agreement in accordance with clause 12.1.2.

4.2 We have the right to engage a third party to conduct the "know your customer" checks on our behalf and you agree that we can use credit reference agencies in the performance of this function.

4.3 If our "know your customer" checks are not completed, we have the right to refuse to accept any Instructions, unless and until such checks have been completed to our satisfaction.

4.4 You agree that you will instruct the Company to notify us promptly, of any changes to your name, residential address, email address, telephone number, tax residency and your country of residence, and any other information or documentation provided to us under this clause 4.

5. Giving of Instructions

5.1 You acknowledge and agree that the Company is appointed and has sole authority to give us Instructions, which means that we may refuse to accept Instructions received directly from you or from a third party.

6. Services

6.1 We will be responsible for the safekeeping of your Cash in accordance with these terms. We will use the same reasonable standard of care with respect to the safekeeping of Cash held on your behalf, as we use in respect of similar property of our own.

6.2 We may be asked by the Company to:

- (a) process your application form(s);

- (b) conduct “know your customer” checks on the Company’s behalf; and/or
- (c) record your subscriptions for Investments.

6.3 Safekeeping of Cash

6.3.1 Your Cash will be held by us as “client money” for the purposes of the FCA Rules, which means that your Cash will be:

- (a) held in our client bank account which is set up as a statutory trust account. This means that your Cash will be held by us as trust assets in your favour and not as our own property;
- (b) segregated from our own money;
- (c) held together with money from our other clients;
- (d) identifiable from other client's funds for the purpose of recording your holding of and entitlement to your Cash;
- (e) unavailable to our creditors in the event of our failure, for example our insolvency; and
- (f) shared among all our clients whose money is held in such client account in the event of our insolvency in proportion to their entitlement to such money (determined in accordance with the FCA Rules), if there is a shortfall in our client money account.

6.3.2 Your Cash will be held in our client bank account with a banking institution of our choice, based in the United Kingdom, European Economic Area state or other jurisdiction as required from time to time. We will exercise due skill, care and diligence in accordance with the FCA Rules when selecting a banking institution for this purpose and will review our selection periodically to ensure that the banking institution is appropriate and adequate to hold client money.

6.3.3 In the event the banking institution of our choice becomes insolvent and there is a shortfall in such client money account, you will share proportionally with other creditors of the banking institution, in proportion to your Cash held in such client money account. Please note that the rules could be different if the banking institution where we hold our client money account is not based in the UK.

6.3.4 Where we have not heard from you or the Company for a period of six (6) years in respect of your Cash, we will have the right to pay or transfer your Cash to a registered charity of our choice. Before we make such payment or transfer, we will take reasonable steps to determine your current contact telephone number and attempt to contact you at least three times (with at least 28 days breaks between each communication attempt). If, after we have transferred or paid your Cash to a registered charity in accordance with this clause 6.3.4, you make a valid claim in respect of such Cash, we will promptly return the value of this Cash to you.

6.4 Transactions

6.4.1 You acknowledge and agree that we settle Transactions based on Instructions given by the Company on your behalf. We do not provide any advice as to the merits of any Transaction and we do not assess whether any such Transaction is appropriate for you.

6.4.2 We will use our reasonable efforts to settle the Transactions in accordance with the Instructions, provided that:

- (a) we hold, receive or have credited to our order all necessary documents (for example board minutes from an investee company under the Transaction) or Cash in advance of the contractual settlement date and in accordance with our directions; and
- (b) we receive comprehensive, correct and timely Instructions, in accordance with the provisions of these terms.

7. Fees, charges, expenses and interest

7.1 The Company will pay our fees to provide the Services to you.

7.2 We will not, unless otherwise agreed, pay interest on any Cash which we hold for you.

8. Your warranties

8.1 You represent and warrant, on a continuing basis, that:

8.1.1 you have full power to appoint us on the terms set out in these terms;

8.1.2 the Company has proper authority to enter into these terms on your behalf and submit your Instructions to us on your behalf;

8.1.3 you are aged 18 or over;

8.1.4 the Cash is free from any third party rights to take possession such as liens, charges or other encumbrances and that no such right shall arise from your acts or omissions; and

8.1.5 any information which you have provided to us is complete and accurate and you agree to provide any further information properly required by any competent authority. You will notify us (via your Company) forthwith if there is any material change in any such information provided.

8.2 You will promptly give (via the Company) to us such information as we may require to enable us to comply with all applicable disclosure obligations or requirements from time to time under the FCA Rules and the laws, rules or regulations of any relevant jurisdiction, exchange, market or regulatory authority in each case to the extent applicable from time to time which apply in respect of us, you and/or the Cash or the Investments.

8.3 You agree and acknowledge that any breach of any of the representations and warranties given by you under this clause 8 and any breach of any of the provisions of these terms by you (including any failure to provide information to us as provided for under this clause 8)

may adversely affect your Cash and the provision of Services by us to you under these terms.

9. Exclusion and restriction of liability

9.1 We will not be liable for:

9.1.1 failing to carry out any Instruction or to do anything where the carrying out of such Instruction or the doing of such thing would be in breach of the rules of the Bank of England, the FCA or any other relevant regulatory or supervisory authority or the rules and regulations, operating procedure or market practice of any exchange, clearing house, depository or settlement system; and/or

9.1.2 any default by any intermediate broker, investment exchange, clearing house or market depository, provided that we take such steps as you may reasonably request to pursue such remedies as you may have against any such third party, or any such intermediate broker, investment exchange, clearing house or market depository subject to you accepting liability for and providing adequate security for our costs.

9.2 Our liability in respect of loss of Cash shall be limited to the value the Cash and the payment of interest on such amount at the rate of 4% per annum. Such interest shall accrue on a daily basis for the period of loss.

9.3 Nothing in these terms will exclude or limit our duty and/or liability:

9.3.1 for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

9.3.2 fraud or fraudulent misrepresentation;

9.3.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability, including, but not limited to, in respect of any rights that you may have under the regulatory system, including but not limited to the FCA Rules, to the extent that such rights may not be excluded or limited.

9.4 If you are a consumer:

subject to clause 9.3, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us or your Company during the sales process;

10. Indemnity

10.1 Save as referred to in clause 10.2 you agree to compensate us, our directors, officers, members, employees and agents for any loss, liability or cost (including legal and accountants' fees of ours) which may be properly incurred by any of them directly or indirectly in connection with or as a result of any act or omission undertaken in compliance with any Instruction received by us, which we believe in good faith to have been validly given in accordance with these terms.

10.2 Nothing in this clause shall serve to compensate any person in respect of:

10.2.1 its own negligence, fraud or wilful default;

10.2.2 anything done by it in contravention of the FCA Rules or the rules and regulations of any other relevant regulatory or supervisory authority; or

10.2.3 any action taken by the FCA against it.

11. Force majeure

11.1 Without prejudice to clause 9, we shall not be liable to you for any delay or failure to perform any of our obligations under these terms by reason of any cause beyond our reasonable control including, without limitation:

(a) any interruption, breakdown, failure or malfunctions of electrical power, or transmission or communication or computer facilities (whether software or hardware);

(b) postal or other strikes or similar industrial action;

(c) the failure of any relevant exchange, clearing house, market depository and/or broker for any reason to perform its obligations;

(d) acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic;

(e) the acts of governmental or regulatory authority;

(f) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(g) nuclear, chemical or biological contamination or sonic boom; and

(h) collapse of buildings, fire, explosion or accident.

11.2 In the circumstances referred to in the above clause 11.1, we will take reasonable steps, as required by the FCA Rules, to mitigate the effects of such circumstances on our ability to perform our obligations under these terms.

12. Termination

12.1 We have the right to terminate our agreement with you:

12.1.1 at any time on 30 calendar days' written notice to you or the Company; or

12.1.2 immediately, if you are in breach of your obligations under clause 3 ("know your customer" checks) or clause 8 (Your Warranties); or

12.1.3 immediately, if you notify us of the cancellation of the Company's appointment to give us Instructions on your behalf.

12.2 You can terminate this agreement with us under these terms at any time by notice in writing given to us by you or your Company.

12.3 On termination, we will account to you for all Cash which we hold on your behalf, except that we shall be entitled:

12.3.1 to retain such Cash as may be required to settle any outstanding Transactions and to pay any outstanding liabilities in respect of these terms, including liabilities to us;

12.3.2 to cancel, close out, terminate, reverse, or refuse to settle any Transaction or do anything which has the effect of reducing or eliminating any liability in respect of any Transaction.

13. Confidentiality and data protection

13.1 In order to comply with our obligations under these terms, we will need to process your personal data. In doing so, we will comply with our obligations under the applicable data protection laws (the Data Protection Act 1998 and from 25 May 2018 with the General Data Protection Regulation), as amended, re-enacted or replaced from time to time. Our privacy policy, which has been provided to you with these terms, and/or which can be obtained from us upon request, contains information about our data processing practices and procedures. Please contact your Company or email us at info@woodsidesecretaries.co.uk if you wish to receive a copy of our privacy policy.

13.2 In respect of any processing of your personal data carried out by us pursuant to Instructions given by your Company, we will do so as a data processor on behalf of the Company. Our obligations towards the Company are governed by our contract with such Company, and by the applicable data protection laws.

13.3 In respect of certain processing activities, we may be acting as a data controller, for example, to the extent necessary to comply with our regulatory and legal obligations (“know your customer” checks, client money rules etc.), if (in exceptional circumstances) we take Instructions directly from you, or for our record keeping purposes. More details about our role and obligations as a data controller in respect of your personal data can be found in our privacy policy.

13.4 You agree that we and our agents, sub-contractors and Affiliates may process and transfer your personal data to any issuer of your Investments in connection with performance of our obligations under these terms.

13.5 You agree that we and our agents, sub-contractors and Affiliates may process the personal data given by you under these terms for the purposes of providing Services to you, including to comply with our “know your customer” obligations. You further agree that we and our agents and Affiliates may transfer such data out of the European Economic Area.

14. Retention of records

The FCA Rules require us to keep your records for certain minimum periods of time (usually 5 years, but this may vary depending on the purpose of the record). We may also be required by other laws, rules and regulations to keep your records (including personal data) for a longer period of time. We will only retain your records for as long as it is necessary for

us in connection with the Services that we provide pursuant to these terms and to comply with our legal and regulatory obligations.

15. Queries, complaints and dispute resolution

15.1 If you have any complaints or queries about the Services provided by us of these terms, you can contact us on +44 (0)203 216 2000 or by writing at info@woodsidesecretaries.co.uk.

15.2 If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider. You can submit a complaint to the UK Financial Ombudsman Service via their website at www.financial-ombudsman.org.uk or by calling 0300 123 9 123 or 0800 023 4567. The Financial Ombudsman Service will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that (for agreements entered into online) disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

15.3 As our customer, you may be eligible for compensation out of the Financial Services Compensation Scheme (“FSCS”) in the event that we are in default, for example if we stop trading or do not have enough assets to pay claims made against us. The FSCS covers financial loss suffered as a result business conducted by firms authorised by the FCA. There are certain limits as to the level of compensation that may be received from the FSCS. In respect of investments, the maximum level of compensation that one person can receive in respect of one firm in default is £50,000. More information about the FSCS, the type of cover and eligibility criteria can be obtained on the FSCS website: www.fscs.org.uk.

16. Definitions

In these terms, the following words have the meanings:

Affiliate	means an affiliated company as defined in the FCA Rules;
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Cash	means money or cash funds of any sort and in any currency;
FCA	means the Financial Conduct Authority;
FCA Rules	means the rules of the FCA;
Instruction(s)	means any clear and unambiguous instruction, containing all information which we reasonably require in order to carry out such instruction in accordance with the provisions of these terms, given by you or your Investment Firm to us in respect of Services, and “ Instructed ” shall be interpreted accordingly;
Investments	means securities, including stocks, shares, bonds, debentures, notes or other obligations for the payment of money, any other non-Cash asset,

and all documents or evidencing of title in respect thereof;

Services

means the services provided by us pursuant to these terms, described in clause 6;

Transaction

means a transaction entered into by you in respect of Investments.