

Terms and conditions

For clients of
PMN Financial Management

About these Terms and Conditions

These Terms and Conditions form part of the legally binding agreement relating to the Advice service provided by PMN Financial Management to you.

These Terms and Conditions are reviewed and updated regularly. The latest version of these terms can be found on our website:

closebrothersam.com/clients-of-an-acquired-company

Should you have any questions, please contact your Investment Manager or Financial Adviser.

These Terms and Conditions are comprised of:

- Section A.** Definitions
- Section B.** General Terms and Conditions
- Section C.** PMN Financial Management Advice Service Terms and Conditions
- Section D.** Appendix – Data Privacy Notice
- Section E.** Annex – Summary of Conflicts of Interest Policy

In the event of any inconsistency or conflict between the various sections of these Terms and Conditions, the PMN Financial Management Advice Service Terms and Conditions shall take precedence, then the General Terms and Conditions. In the event of an inconsistency between the Specific Terms and Conditions of a Service and the Specific Terms and Conditions of a Product, the Specific Terms and Conditions of the Product shall take precedence.

A. Definitions

About our services and costs document A document which includes key information about the PMN Financial Management Advice Service.

Agent An individual or firm, acting either as a buyer or a seller in a securities transaction on behalf of its clients.

Application Form Any application form(s) which is/are required to be completed by you in order for us to provide our services to you and/or for you to purchase a product.

Associate (or Associated Company) Any holding company of ours or any subsidiary of any such holding company as defined in the Companies Act 2006, as amended from time to time.

BACS The Banking Automated Clearing System, which allows payment to be made directly to a designated bank account through an automated process.

Business Day Any day except for Saturday, Sunday and public holidays in England, when banks in London are open for business.

Client Agreement These Terms and Conditions (including the Appendix and Annex) and the documents listed in the PMN Financial Management Advice Service Terms and Conditions.

Close Brothers Asset Management The trading name of Close Asset Management Limited (Registered number: 01644127), with registered office address at 10 Crown Place, London EC2A 4FT.

Close Brothers Group Close Brothers Group plc and its subsidiaries, each of which are our Associated Companies.

Conflicts of Interest Policy Our policy on conflicts of interest, a summary of which is set out in the Annex to these Terms and Conditions.

Data Privacy Notice The short form notice set out in the Appendix to these Terms and Conditions providing information as to how we may collect, process and retain your information, including Personal Data, for the purposes of making our services and products available to you.

Data Protection Legislation All applicable laws and regulations relating to the processing of Personal Data and privacy including the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) and the Data Protection Act 2018, any amendment or re-enactment of them and, where applicable, the guidance and codes of practice issued by applicable regulatory bodies.

FCA The UK Financial Conduct Authority or any successor regulator.

FCA Rules The rules contained in the Handbook of Rules of the FCA, as amended from time to time.

Fees and Charges Schedule The document which describes the fees and charges payable by clients of PMN Financial Management.

FSCS The Financial Services Compensation Scheme.

FSMA Financial Services and Markets Act 2000, as amended from time to time.

General Terms and Conditions The terms and conditions set out in Section B of these Terms and Conditions.

HMRC His Majesty's Revenue and Customs.

MiFID The Markets in Financial Instruments Directive (as amended), a European Union law which provides a harmonised regulatory regime for investment services across the member states.

MLR UK Money Laundering Regulations 2019.

Non Advised Transaction Transactions executed on your specific instructions and where PMN Financial Management has not given any advice or advised for or against the merits of the transaction or undertaken any assessment of suitability or appropriateness in accordance with FCA Rules.

Objectives The investment objectives, restrictions and financial goals we discuss and agree with you as amended from time to time.

Periodic Review A review by your Financial Adviser of your Objectives and personal circumstances.

Personal Data Data which relates to a natural person who can be identified from such data as per the Data Protection Legislation.

PMN Financial Management PMN Financial Management LLP (Registered number OC422866), with registered office address at 10 Crown Place, London EC2A 4FT.

PMN Financial Management Advice Service The Advice service offered by PMN Financial Management through which we provide you with financial planning advice.

PMN Financial Management Advice Service Terms and Conditions The terms and conditions which apply to the PMN Financial Management Advice Service, as set out in Section C of these Terms and Conditions.

Principal An individual or firm, acting either as a buyer or a seller in a securities transaction for its own account and risk.

Recommendation The financial planning strategies, including investments, restrictions and criteria recommended by us in the Suitability Report.

Suitability Assessment An assessment of whether the investments recommended to you by your Financial Adviser continue to meet your requirements. This is offered at least annually.

Suitability Report The document confirming the suitability of our advice and recommendation, based on your personal and financial circumstances, needs and objectives and risk profile.

Terms and Conditions Together the General Terms and Conditions, the PMN Financial Management Advice Service Terms and Conditions, the Appendices and the Annex.

We, us, our PMN Financial Management LLP or the relevant member of the Close Brothers Group (as the case may be), having our principal office at: 10 Crown Place, London EC2A 4FT and our successors and assignees.

You and/or your Our client to whom we provide our services and whose details are set out in any Client Agreement.

B. General Terms and Conditions

Please read and keep this document safe for future reference as it contains important legal and regulatory information. The Client Agreement forms the entire agreement, which governs the legal relationship between PMN Financial Management and you and upon which we intend to rely. By signing up to the Client Agreement you will also be bound by these General Terms and Conditions and the PMN Financial Management Advice Service Terms and Conditions, which constitute a legally binding contract.

PMN Financial Management LLP is a subsidiary of Close Brothers Group plc and is part of the Close Brothers Asset Management group of companies.

Close Brothers Asset Management is a trading name of Close Asset Management Limited (Registered number: 01644127) and Close Asset Management (UK) Limited (Registered number: 02998803). Both companies are Subsidiaries of the Close Brothers Group plc group of companies, are registered in England and Wales and are authorised and regulated by the FCA. For the purposes of the Client Agreement, you are contracting with PMN Financial Management LLP.

If you do not understand any part of this document or the enclosures, or you have not received all of the documents referred to herein, or you are having difficulties reading this document in its current format, please speak to your normal PMN Financial Management contact. For further information please refer to the contact section of the PMN Financial Management Advice Terms and Conditions at Section C.

You may decide to make investments in financial products provided by Close Brothers Asset Management and/or other third parties. In such cases, additional terms and conditions may be applicable and these will be provided to you. Any additional terms and conditions shall supplement these Terms and Conditions. Any other products or services provided to you by Close Brothers Asset Management shall be governed by the Close Brothers Asset Management Terms and Conditions.

1. Regulatory Disclosures

- 1.1 Unless otherwise agreed, we will classify you as a Retail Client (as defined by the FCA Rules) and our services will be provided to you on this basis. This means that you are entitled to certain protections afforded to Retail Clients under the FCA Rules and under FSMA.
- 1.2 A summary of Close Brothers Asset Management's Conflicts of Interest Policy, which applies to PMN Financial Management, is set out in the Annex to these Terms and Conditions, which you hereby confirm you have read, understood and agree to.
- 1.3 Close Asset Management Limited and Close Asset Management (UK) Limited are members of the FSCS. Compensation under the FSCS is subject to certain limits. In respect of most types of investment business the maximum compensation available is £85,000. This means that in the event Close Brothers Asset Management is unable to meet its liabilities, you may be eligible for compensation within the rules of the FSCS. Further details can be found on the FSCS's website: [fscs.org.uk](https://www.fscs.org.uk)

- 1.4 If you have any complaints regarding our services, you should write to:
The Compliance Officer
PMN Financial Management
Nelson House
Gadbrook Road
Northwich
Cheshire CW9 7TN
Or email: client.complaints@closebrothers.com
- 1.5 If we cannot resolve your complaint satisfactorily, you may refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR ([financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)). The Financial Ombudsman Service offers to investors, without charge, an independent complaints resolution service.
- 1.6 In order for us to provide our services contemplated under this agreement you must complete the relevant sections of the Client Agreement. We are entitled to rely on the information given in any Client Agreement and to assume that it is valid and correct. You acknowledge that we are not responsible for any consequences if the information you have provided to us and which we have reasonably relied on is inaccurate or incorrect in any material way. You must notify us as soon as possible if any of the information provided to us by you needs to be updated.
- 1.7 No provision of these Terms and Conditions shall be deemed to restrict, qualify or exclude any duty owed to you under FSMA, the FCA Rules, or otherwise at law.

2. Eligibility requirements

- 2.1 In addition to any other eligibility requirements specified in the Specific Terms and Conditions, our products and services are only available to persons over the age of 18 or to entities.
- 2.2 **Overseas residents**
 - 2.2.1 We may be prohibited from making our services and products available in any jurisdiction other than the UK. If you reside in a jurisdiction other than the UK, we may be unable to provide our services and products to you.
 - 2.2.2 If your country of residency changes at any time after you become a PNM Financial Management client you are required to notify us. We may require you to close your Account and/or cease providing our services to you. We accept no liability for any financial loss or tax consequences that derive from a change in your residential status.

3. Fees and Charges

- 3.1 You agree to pay our fees and charges as communicated to you in the relevant Fees and Charges Schedule.
- 3.2 Please refer to the PMN Financial Management Advice Service Terms and Conditions in Section C, which list the documents setting out the fees and charges applicable to your service. You should note that, unless stated otherwise and subject to certain exceptions, all fees are plus VAT (as applicable), and other related tax or imposition at the rates applicable from time to time. The VAT status of any charge will be confirmed in the document(s) setting out the fees applicable to your service, as detailed in the PMN Financial Management Advice Terms and Conditions.

- 3.3 We reserve the right to make a charge for the retrieval of information that may be held on our archive or for the provision of duplicate documents, such charges to be disclosed to you in advance.
- 3.4 You are liable for any reasonable costs we correctly and properly incur in providing the Services and/or the Products to you in accordance with these Terms and Conditions, including, where relevant, provider charges, transfer and registration fees, taxes, stamp duties and other fiscal liabilities. All charges to be passed on to you will be indicated on your confirmation statement, periodic statement or otherwise in accordance with the FCA Rules.
- 3.5 We reserve the right, to the extent permitted by law, to charge you interest on money you owe us at a rate of five percent above the Bank of England base rate. We may also make member firms of the London Stock Exchange and other relevant exchanges, other financial institutions and/or credit reference agencies aware of your payment record.

4. Risk Warnings

- 4.1 All investments involve a degree of risk. The value of investments and the income from them may go down as well as up. Past performance is not a reliable indicator of future returns or results and therefore you may get back less than the amount you invested. You acknowledge that you have read and understood this before doing business with us.
- 4.2 When we provide our services to you we may make available to you generic information on investments or markets, market trends, investment analysis or commentary on the performance of selected companies ("Investment Information"). Investment Information is prepared for the benefit of all of our clients and is not based on a consideration of your particular circumstances. You must not, therefore, treat it as a personal recommendation or as investment advice given to you.
- 4.3 Investment Information represents our view at the time it is given. We may change our view without updating any Investment Information previously made available to you. Where applicable, you should read any documentation pertaining to your investments and their associated risks. We are not liable for any losses you may suffer from your use of our generic investment Information.

5. Custody and Client Money

- 5.1 We will not hold any money for or on your behalf, nor will we hold any certificates or documents evidencing title to any of your Investments. Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

6. Instructions

- 6.1 Provided they are otherwise given in accordance with these Terms and Conditions, all instructions and notifications given by you shall be acted on as soon as reasonably practicable following receipt by us. We may require you to communicate with us in a specific manner with regards to a particular instruction.
- 6.2 We may act and rely without further inquiry upon any instruction or other notification which we believe in good faith is from you and, subject to those limitations on our liability as set out in this Client Agreement, we shall not be liable in respect of any error of transmission, misunderstanding or fraud of any other party. We shall also not be liable for reasonably following an instruction or notification which is not in fact genuine and for not following or for investigating further any instruction or notification which we consider may not be genuine. We may not acknowledge receipt of an instruction.

- 6.3 When we receive an instruction or a request to deal in an investment on your behalf, we may, as your Agent, pass your order to third parties (which may include Associates) for execution. Our Associates may deal either as Principal or Agent. Subject to where otherwise stated within these Terms and Conditions and to our obligations under applicable law and FCA Rules, we do not have to account or disclose to you any benefit which we or they may obtain as a result.
- 6.4 We reserve the right to refuse to act upon any instruction from you where, in our reasonable belief, to do so would: (i) contravene any applicable law, regulation or regulatory guidance; (ii) further a fraudulent scheme; (iii) harm a vulnerable client; or (iv) expose us to liability.

7. Communications

- 7.1 All information supplied by us, and all communications between us and you, will be in English.
- 7.2 We may communicate with you using any reasonable method including by letter, email, secure message, SMS, telephone or video call.
- 7.3 All communications with you will be recorded and retained by us (and made available to you upon request) in order for us to comply with our regulatory obligations and for monitoring and training purposes. This includes communications via telephone and video call, which will be recorded. We will record both the audio and video components of our video calls with you. Any recording will be our sole property and will be conclusive evidence of the conversation.
- 7.4 The records of all communications with you will be stored by us for a minimum period of 5 years from the date of the call, video call or communication or, where requested by a competent authority such as the FCA, for a minimum period of 7 years. In accordance with our data retention policy, we may hold copies of communications for up to 20 years.
- 7.5 Any email communication we send you will be deemed received by you when that communication leaves our server. Any email communication you send us will be deemed received by us when that communication is received on our server. We will endeavour to act upon any email communication received from you as soon as reasonably practicable after receipt. Any urgent written communication should be marked as such and followed up by telephone.
- 7.6 We will send all notices, information and other correspondence to you at the address or email address set out in the Client Agreement or such other address as you may notify to us from time to time. Letters sent to you by first class post shall be deemed to be delivered on the first business day after posting and emails shall be deemed received upon transmission.
- 7.7 Where we in our absolute discretion determine that it is necessary to do so, we can delay or refuse to act on your instructions. We will not be liable for any losses or lost opportunities arising if we delay acting on your instruction while we are seeking to clarify unclear instructions or if we ultimately refuse to act on your instructions.
- 7.8 You must let us know immediately in the event of any change to your contact details.

8. Account Ownership

Sole Accounts

- 8.1 In respect of any Account you hold in your sole name, the following shall apply:
- (i) You confirm that you are the only person beneficially entitled to the assets of the Account.

- (ii) Any instruction, notice, demand, acknowledgement or request to be given by or to you under this Client Agreement must be given by or to you personally within the terms of this agreement. No other person may be deputed or authorised to give or receive the same unless you provide us with such written authority as we, in our absolute discretion, may deem necessary.
- (iii) Your liabilities under or in connection with this agreement are your sole responsibility.

Entity Accounts

- 8.2 If you have entered into this agreement through a corporate, trust or other entity structure, the following shall apply:
- (i) You may nominate one or more authorised representatives to be the nominated authorised representative(s) of the entity in respect of the Account. Unless you tell us otherwise in writing, the individuals who sign the relevant Application Form will each be taken to be an authorised representative of the entity in respect of the Account. You agree that each of the nominated authorised representative(s) is authorised to give instructions on your behalf, and that we shall be entitled to rely upon any instruction given by your nominated authorised representative(s). We need not enquire further as to the authority of any nominated authorised representative; that person(s) may give us an effective and final discharge in respect of any of our obligations
 - (ii) You agree that any instruction, notice, demand, acknowledgement or request to be given by or to you under the Client Agreement may be given by or to one of the nominated authorised representative(s) only, unless you have otherwise indicated in writing or unless, in relation to instructions to be given to us, we, in our absolute discretion, specify;
 - (iii) In the event you wish to replace the nominated authorised representative(s) of the entity, one or more continuing authorised representatives must notify us as soon as is practicable of the details of the new nominated authorised representative. Until we have received such notification and any other documentation we may require as proof of that person's formal authority to act on behalf of the entity, we shall continue to give and accept instructions, notices, demands, acknowledgements or requests from the last notified nominated authorised representative(s);
 - (iv) This agreement shall continue notwithstanding the death, removal or incapacity of any authorised representative of the entity. The continuing authorised representative(s) should notify us as soon as practicable of the death, removal or incapacity of any authorised representative;
 - (v) Notwithstanding the terms of any trust or constitutional documentation, except where otherwise agreed the liability of the authorised representatives under or in connection with this agreement shall be personal, joint and several;
 - (vi) We shall not be concerned with the claims of any person or organisation under the terms of any trust or constitutional documentation; and
 - (vii) We are required to ensure that all legal entities are uniquely identifiable. Where you enter into the Client Agreement in a non-personal capacity, for example under a trust or corporate structure, we require you to obtain, or provide your consent for us to obtain on your behalf, a legal entity identifier (LEI). If we obtain a LEI on your behalf, we will not renew this annually unless you ask us to. If you require us to renew your LEI at any time after it has been initially obtained by us please let us know. We will inform you of the cost of this renewal before we complete the renewal on your behalf.

9. Inducements

- 9.1 We may pay or receive from third parties, fees in relation to referral of business, both externally and across the Close Brothers Group. We do not enter into soft commission arrangements, (being those under which we would receive goods or services in return for designated investment business). The receipt of any minor non-monetary benefits will be of such a scale that they will not influence our behaviour in such a way that is detrimental to client interests, and they are capable of enhancing the quality of Services provided to you. These minor non-monetary benefits could include:
- (a) generic information or documentation related to instruments and/or services;
 - (b) participation in relevant conferences, seminars and training events;
 - (c) de minimis hospitality at such events and business meetings;
 - (d) allowable free trials of investment research; and
 - (e) permissible material relating to corporate issuers.

10. Liability

- 10.1 Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation or wilful default, or for any other liability that cannot be excluded or limited by English law or the FCA Rules.
- 10.2 We will not be liable for:
- loss of profits, sales, data, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation;
 - loss caused for reasons which are beyond our reasonable control;
 - loss or lack of gain or adverse tax consequence, arising from any transaction made or not made by you; or
 - loss that was not foreseeable to both parties when the contract was formed.
- 10.3 You acknowledge that we cannot accept responsibility for the performance of any product or investment, the content of any documentation, provided by a third party provider nor the actions of counterparties and custodians or sub-custodians.
- 10.4 If you become aware of any inaccuracies or errors concerning your account or any reports or communications you receive through your use of PMN Financial Management products and services, then please let us know as soon as you can so that we can investigate the matter for you.

11. Financial Crime Prevention and Client Identity Verification

- 11.1 PMN Financial Management is required by law to implement controls to counter the risk of financial crime, including the criminal facilitation of tax evasion. The identity of all clients, any beneficial owners and certain associated parties (where applicable) must be verified prior to acceptance as a Close Brothers Asset Management client. This may involve checks against information held by licensed credit reference agencies, which may record that such enquiries have been made; this should not affect your credit rating score. We will also verify your identity electronically using the bank account details you provide to us, which will include sharing those details with one of our third party partners in order to undertake such checks. By entering into a Client Agreement, you confirm that you have the permission of all parties to the business relationship to these checks being undertaken. If we cannot verify an identity electronically, certified copies of identification documents may be required.

- 11.2 As part of the due diligence process, we assess the purpose and intended nature of the proposed business relationship and may request information necessary to establish the legitimacy of your source of wealth and source of funds. We may need to contact you to request additional information and/or documentation, which may result in a delay in the provision of our services to you.
- 11.3 In certain circumstances, including but not limited to where we identify that you, your spouse, a close family member or a close business associate, is a 'Politically Exposed Person' (as defined in the MLR), we will apply enhanced due diligence measures which may include additional verification checks, media searches and obtaining evidence of the source of wealth or income.
- 11.4 All regulated firms are required to keep client information up to date: we hereby reserve the right to request additional information and/or documentation as part of our ongoing monitoring of the relationship. A range of trigger events, such as a request to expand the business relationship, change of address, appointment of a new relevant associated party (e.g. trustee, director, shareholder) will prompt PMN Financial Management to seek appropriate evidence.
- 11.5 Payments can only be made to bank accounts in your own name. We will not make any payments to third parties unless required to do so by applicable law and regulation, or where we otherwise agree.

12. Data Protection

- 12.1 We may collect, use and store the personal information, including sensitive personal information, which you submit to us in any Client Agreement and in correspondence with us, including information relating to the services and products which we provide to you, transactions that you carry out and your relationship with us and our Associates ("Information").
- 12.2 The manner in which we may use your Information is summarised in the short form Data Privacy Notice attached as an Appendix to these Terms and Conditions.

13. Transfer and Delegation

- 13.1 Subject to applicable law and regulation, we reserve the right to transfer our rights and obligations under these Terms and Conditions to another appropriately regulated entity that we determine is capable of performing these obligations and exercising these rights. These Terms and Conditions are personal to you and cannot be assigned by you.
- 13.2 We will give you at least 30 days' prior written notice of our intention to transfer. If you object to the transfer, you may terminate your agreement with us in accordance with clause 15.1. For the avoidance of doubt, any such transfer does not require your express consent.
- 13.3 In performing Services under these Terms and Conditions, we may delegate activities to third parties (including Associates) selected by us. We will, at all times, act in accordance with the FCA Rules and applicable law in the selection, use and monitoring of all delegates.

14. Amendment

- 14.1 We may, at any time and without prior notification, change the terms on which we provide services or products to you to reflect a change in law or any regulation (or the way in which they are applied), or to reflect the requirements of any regulatory authority or governmental body, including the FCA or HMRC.
- 14.2 We may, at any time with prior notification, change the Client Agreement, the services or products we provide to you (in each case, without requiring a change to the Terms and Conditions) for any valid reason including, but not limited to, the following:
- to reflect a change in technology;

- to cover an improvement or change in our services or in the facilities we provide;
- to reflect a change in market conditions or the overall cost of providing our services and/or products to you; or
- to ensure the good management or competitiveness of our business.

- 14.3 For any changes made other than in accordance with paragraphs 14.1 and 14.2, we will give you not less than 30 days' prior written notice of any changes to our Terms and Conditions and/or any changes to the applicable fees and charges. Alternatively, we may make changes to our Terms and Conditions and/or the applicable fees and charges on less than 30 days' notice where we have provided you with written notice of the change(s) and you provide your consent to these changes. If you do not agree with any change notified to you, you may terminate your Client Agreement with us without penalty.
- 14.4 For the purposes of these Terms and Conditions, unless stated otherwise, written notification shall include notification in hard copy or electronically; by post, email, or by directing you to the relevant section of our Website.

15. Termination

- 15.1 The Client Agreement may be terminated by you at any time by written notice to us.
- 15.2 We may terminate the Client Agreement by giving at least 30 days' written notice.
- 15.3 Notwithstanding 15.2, we may terminate the Client Agreement by immediate notice to you:
- (i) in the event of a material breach of the Client Agreement by you;
 - (ii) if we are required to do so by any competent court or regulatory authority;
 - (iii) in order to comply with any law, regulation or regulatory obligation;
 - (iv) if you are a body corporate and an administrator, receiver, liquidator or other insolvency practitioner is appointed or you are removed from the register of companies at Companies House or the equivalent in the applicable jurisdiction; or
 - (v) you become bankrupt.
- 15.4 Upon termination of your Client Agreement, you shall pay:
- (i) a due proportion of our fees up to the date of termination;
 - (ii) any transfer charges outlined in the Fees and Charges Schedule;
 - (iii) any expenses reasonably incurred in transferring assets to you or to your order;
 - (iv) any losses necessarily realised in settling or concluding outstanding obligations.
- 15.5 We may also pass on any third party fees which we incur as a result of termination by you.
- 15.6 This paragraph 15 is subject to any restrictions on termination which may apply to any particular Product or Investment.

16. Death and Incapacity

- 16.1 In the event of your death, we will need to receive formal written notification of this along with an original, or a certified copy of the death certificate.
- 16.2 In the event of the death of a sole Account owner, we will take no instructions until we receive an original or certified copy of the grant of probate, certificate of confirmation (in Scotland), letters of administration or equivalent, or such other documentation as we may deem necessary in the circumstances. On receipt of such documentation, we will take instructions from your executor(s), personal representative(s), or any other duly authorised person, subject to continued compliance with our Terms and Conditions.

- 16.3 The Client Agreement shall bind your executor(s), personal representative(s), or any other duly authorised person.
- 16.4 We shall not be affected by the claims of any person or organisation interested in the estate.
- 16.5 In the event of your incapacity, we will take instructions from your properly authorised attorney. We reserve the right to refuse to accept any power of attorney document which does not meet our reasonable requirements, as notified to you at the relevant time.

17. Events outside our reasonable control

- 17.1 We shall not be liable to you for any failure or delay in performing any of our obligations if any such failure or delay is due to any events outside of our reasonable control. Events outside our reasonable control shall include, without limitation (a) acts of God; (b) any change to the law or regulation of a governmental or regulatory body; (c) any act of terrorism; (d) market conditions affecting the execution or settlement of transactions in respect of your account; (e) any 'denial of service' or cyber attack; (f) industrial action; and (g) any event or circumstance that we are unable, using reasonable skill and care, to avoid.
- 17.2 We will take all reasonable steps to prevent or minimise the delay or non-performance caused by the events outside our reasonable control. Where there is a risk of substantial delay or non-performance, you may terminate the Client Agreement in accordance with paragraph 15.

18. Bribery Act

- 18.1 Neither you nor any member of the Close Brothers Group shall engage in any activity, practice or conduct which would constitute or result in an offence by either party under applicable anti-bribery laws or regulations, including the Bribery Act 2010.
- 18.2 We shall devise, implement and enforce our own written anti-bribery policies and procedures constituting adequate procedures under the Bribery Act 2010.

19. Third Party Rights

- 19.1 Save as stated otherwise in these Terms and Conditions, for the purposes of the Contracts (Rights of Third Parties) Act 1999, no person who is not a party to these Terms and Conditions may enforce them.

20. Legal and Tax

- 20.1 You are responsible for the management of your legal and tax affairs, including making any applicable filings and payments and complying with any applicable laws and regulations.
- 20.2 You acknowledge that we are not legal or tax advisers and we do not provide legal or tax advice. We recommend that you obtain your own independent legal and tax advice, tailored to your particular circumstances. You should not rely on any information provided by us as a substitute for taking your own independent legal or tax advice.

21. Severability

- 21.1 If any provision of these Terms and Conditions is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part, that provision (or part provision) shall, to the extent required, be deemed not to form part of such Terms and Conditions, but shall not affect the legality or enforceability of any other provision.

22. Waiver

- 22.1 No waiver by us or you of any provision of any of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of that or any other provision and any forbearance or delay by us or you in exercising any of our or your rights under the relevant terms and conditions shall not be construed as a waiver of such rights.

23. Choice of Law

- 23.1 All our terms and conditions and any other matters relating to the relationship between us and you will be governed by and construed in accordance with English Law.
- 23.2 The English courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with any of our terms and conditions and all parties agree to submit to such jurisdiction.

C. PMN Financial Management Advice Service

1. General

1.1 For clients of the PMN Financial Management Advice Service, the Client Agreement shall comprise these Terms and Conditions and (i) About our services and costs document; (ii) Fees and Charges Schedule; (iii) Application Form; and (iv) Suitability Report.

2. Financial advice and implementation

2.1 Our financial advisory service is known as the PMN Financial Management Advice Service.

Our ongoing advisory service

- 2.2 If you engage us to provide an ongoing advisory service, an initial Suitability Report will be prepared once we have undertaken a “fact find” exercise with you, during which one of our Financial Advisers will request certain information about your personal and financial circumstances, your needs and Objectives and your risk profile. A Suitability Report will be prepared for any subsequent financial advice given. For any advice provided to you other than in person (for example, over the telephone or on a video call), you agree that you may receive a Suitability Report without undue delay after conclusion of any relevant transaction. Alternatively, you have the option to elect to delay the transaction until the Suitability Report has been delivered.
- 2.3 Further to any financial advice given, we may implement your instructions to invest in a range of financial products operated by Close Brothers Asset Management or third parties including but not limited to investment funds, protection products, personal pensions, including stakeholder pension arrangements, SIPPs, ISA's and onshore and offshore bond products as are agreed between us from time to time. Investment in any such product will be subject to these PMN Financial Management Advice Service Terms and Conditions as well as any terms and conditions for the specific product chosen. We are not limited to choosing products issued or provided by providers with close links to us or any other form of close relationship (such as legal or economic) and we are able to choose from a wide range of product providers.
- 2.4 In order to provide you with financial advice, we will request detailed and relevant information from you in respect of your investment knowledge and experience relevant to the type of investment transaction, attitude to risk, your personal and financial circumstances, your financial planning objectives, capacity for loss and potential future changes. This will enable us to act in your best interests and assess the suitability of our recommendations to meet your objectives. You acknowledge that we are entitled to rely on the information you provide us, unless we are aware that such information is manifestly out of date, inaccurate or incomplete. If you engage us to provide an ongoing advisory service, we will undertake a Suitability Assessment in accordance with the FCA Rules.
- 2.5 We will confirm to you the outcome of the Suitability Assessment in writing.

- 2.6 The Suitability Assessment will be based on your objectives and personal circumstances as set out in your most recently completed fact find, completed as part of your Periodic Review. It is therefore essential that you understand the importance of your Periodic Review and update us with any new or unexpected changes in your circumstances.
- 2.7 If you do not provide any information requested by us, either because you are unwilling or unable to provide such information, or if you provide us with inaccurate or insufficient information, we may not be able to provide you with suitable advice or enter into transactions on your behalf.
- 2.8 You authorise us to act as Agent on your behalf with full authority to complete application forms and any other administration incidental to the implementation of Recommendations made by us. You also authorise us and any third party product providers to correspond directly in connection with the services, and/or such third parties to deliver correspondence to us on your behalf and to release confidential and personal information relating to you to enable us to perform our services.
- 2.9 PMN Financial Management can provide advice on all aspects of financial planning such as pensions, investments, annuities, protection, inheritance and tax efficiency planning. By promoting Close Brothers Asset Management's own investment products and services we are classed as providing 'restricted advice'. However, if there is not a suitable Close Brothers Asset Management investment solution to meet your needs, or if you prefer a third party option, we can recommend investment offerings from other firms. Our advice is based on a broad analysis of different types of investments. Close Brothers Asset Management also provides investment management services using its own solutions which select investments from the entire investment universe without bias.
- 2.10 Following our advice you may instruct us to arrange transactions for you, including investment in any investment products. We will use reasonable endeavours to carry out those instructions, subject to our legal and regulatory obligations.
- 2.11 All decisions on whether to invest in, hold or dispose of any asset or to enter into any agreement are yours. We shall not enter into any transaction on your behalf without prior reference to you.
- 2.12 Where you do not follow our Recommendations, we take no responsibility for the outcome. Where the investments held in connection with your Objectives were not acquired on our advice or were retained against our advice we may, but are not obliged to, make Recommendations, which we reasonably consider are consistent with seeking to achieve your Objectives. However, you accept that not following our Recommendations may reduce the likelihood of achieving your Objectives.
- 2.13 We will use our reasonable endeavours to achieve your Objectives, but we will not be responsible if your Objectives are not achieved for any Recommendation, whether or not you acted on our advice.

Transactions other than in accordance with a Recommendation

- 2.14 If we have given you a Recommendation that a proposed transaction is not suitable for you but you wish to proceed with this transaction anyway, we may at our discretion execute this transaction on your behalf on an insistent client basis. Before we will execute any transaction on this basis you must confirm to us in writing your acknowledgement that the requested transaction;
- (i) is not in accordance with our personal recommendation to you; and
 - (ii) is being carried out at your request.

Non Advised Transactions

- 2.15 If you determine that you do not require advice from us in relation to a one-off transaction you may notify us of this and request that we execute the transaction on your behalf. If you request that we execute a transaction on your behalf that we have not made a Recommendation on we may at our discretion execute this transaction on a Non Advised Transaction basis.
- 2.16 If you determine that you do not require your Investments to be reviewed by a Financial Adviser each year you may opt-out of our ongoing advisory service by giving written notice to us. From the date we receive this notice (or the date the notice is stated to be effective, if different) we will cease providing an ongoing advisory service to you and will categorise you as a non advised client (Non Advised Client).
- 2.17 We may also in our discretion determine on your behalf that your Investments do not need to be reviewed by a Financial Adviser each year. If we make such a determination we will cease providing you with an ongoing advisory service and will instead categorise you as a Non Advised Client. Wherever reasonably practicable we will notify you prior to re-categorising you as a Non Advised Client.
- 2.18 For Non Advised Clients, we will execute any transactions you may request on a Non Advised Transaction basis only.
- 2.19 Clients undertaking a Non Advised Transaction will be considered Execution Only for the purposes of such transaction. Where we carry out a Non Advised Transaction, you will not benefit from the protections afforded by the FCA Rules on assessing appropriateness. For the avoidance of doubt, you acknowledge that for any transactions executed by us in accordance with clauses 2.15 to 2.19 (inclusive), we will not be required to ensure that the transaction is suitable for you and we cannot accept any liability for any losses suffered by you as a consequence of you proceeding with this transaction.

3. Changes to your objectives

- 3.1 If your Objectives and/or personal circumstances change at any time while you are receiving ongoing advisory services from us you should advise of this change in your circumstances in writing as soon as possible so that we can undertake a new Suitability Assessment.

4. Instructions and communications

- 4.1 We require all instructions from you to be given in writing. We may at our discretion accept instructions from you by email.
- 4.2 Please send written instructions to B4 Endeavour Place
11 Coxbridge Business Park Alton Road, Farnham, Surrey,
England, GU10 5EH.
- 4.3 We may contact you at our discretion by email at any time.

5. Reporting

- 5.1 We may provide you with a contract note or third party transaction confirmation (unless the third party transaction confirmation is provided to you directly) if required by FCA Rules. If we do not provide you with a contract note we will provide you with a schedule of transactions and a report containing a valuation of your investment(s), a statement of fees and any investments or money which we are holding on your behalf on a quarterly basis.
- 5.2 We rely on the reports and information supplied by third parties (such as product providers) in order for us to produce our reports for you, which may cause a delay. The information provided by third parties may be subject to certain assumptions and estimates and while we will use reasonable endeavours to make sure the information provided to you is accurate, you acknowledge that we cannot guarantee that this will always be the case and we cannot accept liability for any losses that might result as a consequence of errors in information provided by third parties.
- 5.3 Reporting will be made available to you by email. We reserve the right to charge for hard copy reports and reports and accounts.
- 5.4 We reserve the right to charge for non-standard reporting requested by you at a rate which we shall agree with you ahead of supplying any such reporting.

6. Cancellation and Cooling Off Rights

- 6.1 In addition to any rights to cancel certain investments, you also have the right to cancel the ongoing advice service provided to you by PMN Financial Management. You can exercise this right by writing to our Client Services Team at Nelson House, Gadbrook Business Centre, Gadbrook Road, Northwich, CW9 7TN. Cancellation will have immediate effect but all advice charges relating to our services, products and third party products will continue to run to the end of the month in which you make your cancellation.
- 6.2 Once we have provided you with initial investment planning and strategic advice and we have processed the relevant business or issued an invoice, our initial fee will become payable. If you exercise your right to cancel any investment or ongoing advice service, any refund received will not include a refund of this initial adviser charge.

7. Contact

- 7.1 If you have any questions regarding the PMN Financial Management Advice Service, please speak to your usual PMN Financial Management contact, or contact the Client Services Team on 0800 588 4064 (Monday to Friday 9.00am – 5.00pm).

Appendix – Data Privacy Notice

Your Personal Data will be collected and processed by PMN Financial Management LLP, referred to below as “we”, “our” or “us”.

This notice is intended to provide an overview of what Personal Data we collect about you and why we process it. You can find further information about how and why we use your Personal Data and the rights that you have in relation to your data at closebrothersam.com/policies

What is my Personal Data?

Personal data is information that can be used to identify you or tell someone something about you. This can include your name, date of birth and contact details. It can also include information such as your financial circumstances, your bank details and records of communications, e.g. letters and recorded telephone conversations and video calls.

1. Purposes for which we use your Personal Data

The main ways in which we process your Personal Data are:

- A. **To verify your identity, address and bank account details** in order to be able to accept you as a Close Brothers Asset Management client. We will carry out credit reference, anti-money laundering, terrorist financing and fraud prevention checks (which may include sharing personal data with credit reference and fraud prevention agencies).
- B. **To manage, administer and take decisions regarding your account, such as:** assessing your suitability for the products and services that you have requested or that we have recommended, providing those products and services to you, and exercising our rights and performing our obligations under our client agreement with you (e.g. buying, selling and transferring investments, receiving and paying out monies and keeping you up to date with how your investments are performing).
- C. **Managing our legitimate business interests, such as:** improving customer service, to send promotional information about our products and services, market research, quality assurance, training staff, system development and statistical analysis of your Personal Data even if you or we subsequently decide not to enter in to a client agreement with you.
- D. **To meet our legal and regulatory obligations.**

2. Sharing your information

As a company within the Close Brothers Group, PMN Financial Management LLP will share your Personal Data, including your sensitive Personal Data, with Close Asset Management Limited. Upon receipt of your Personal Data, Close Asset Management Limited will become a data controller with respect to your Personal Data.

To allow us (being PMN Financial Management and Close Asset Management Limited) to process your Personal Data for the purposes summarised above, we need to share it with a number of third parties. We will share your information with:

- A. Credit reference and fraud prevention agencies. We are required to undertake checks on all prospective clients. These include credit reference, anti-money laundering, terrorist financing and fraud prevention checks. We will share your information with credit reference and fraud prevention agencies to verify your address, identity and bank account details. Although a record of our check will remain on your record, it will not affect your credit score.
- B. Those Associates who assist us in administering your account. These may be based outside the European Economic Area. PMN Financial Management uses a number of third party suppliers to provide systems, software and expertise in the execution and delivery of its products and services to you and may share your Personal Data, including your Special Category data with any of these. For further information regarding our arrangements with these data processors, please refer to our Privacy Notice on our website at closebrothersam.com/policies. Please be assured that these third parties will not use your data for marketing purposes. We will always take appropriate measures and meet our legal obligations to ensure that any Information transferred to such third parties is kept securely.
- C. Third party product providers – where you request, or we recommend, a third party’s product or service, we will share all necessary Personal Data with them in order to provide you with that product or service. As that third party will then be a data controller, you should also read their privacy notice to understand how they will process your data.
- D. Our Associates, UK and overseas law enforcement agencies, HMRC, regulatory authorities and other bodies who may have a legal right to the data, for example an authorised representative acting on your behalf or our legal and other professional advisers – to fulfil our regulatory and contractual obligations or for crime prevention purposes.
- E. Other members of the Close Brothers Group plc group of companies – to ensure the delivery of products or services you have opted to receive from us (where the other members of our group help us to provide those products or services to you), to ensure the safety and security of your data, and as part of our internal research and statistical analysis activity.

Annex – Conflicts of Interest Policy

1. Conflicts Of Interest Policy

- 1.1 Close Brothers Asset Management and PMN Financial Management are required by the FCA to take all appropriate steps to identify and to prevent or manage, record and, where relevant, disclose actual or potential conflicts of interest. We are committed to operating in the best interests of our clients and managing conflicts of interest fairly. Where we have a material interest or a conflict of interest, we may not knowingly advise or deal unless we have taken appropriate steps to ensure that our clients' interests are not adversely affected.
- 1.2 From time to time, we or anyone connected with us, may execute transactions for you where we, or another client of ours, have an involvement that may conflict with our duty to you. We will ensure that any such conflict, or potential conflict, does not affect the transactions we carry out for you in any material way. If we cannot manage a conflict then we will tell you so.
- 1.3 Close Brothers Asset Management have established a Conflicts of Interest Policy, which sets out the types of actual or potential conflicts of interest which affects our business and provides details of how they are managed in accordance with the above paragraphs. The Close Brothers Asset Management Conflicts of Interest Policy applies equally to PMN Financial Management.
- 1.4 Further details and updates of this policy are available upon request or at our website in the Policies section: closebrothersam.com/policies

Close Brothers Asset Management
10 Crown Place
London
EC2A 4FT
Telephone +44 (0) 207 426 4000

Visit our website: closebrothersam.com