



TERMS AND CONDITIONS

ARIA INVESTMENT PLATFORM
VI 2021

UK Office:
Ground Floor, Building 2,
Guildford Business Park,
Guildford, GU2 8XG
United Kingdom

Contents

1. Introduction
2. Glossary of Definitions
3. Interpretations
4. The ARIA Investment Platform
5. ARIA Investment Platform Charges
6. Terms and Conditions of the Custody Agent
7. Custody services provided by SEI
8. Terms and Conditions specific to Individual Savings Accounts (ISAs)

1. Introduction

This document (“these Terms”) sets out the terms on which Absolute Return Investment Advisers (ARIA) Limited (“ARIA”) agrees to provide the ARIA Investment Platform service (ARIA IP). This document contains our regulatory and statutory responsibilities. It also sets out some of your responsibilities. ARIA IP provides clearing and settlement, safe custody and other associated services to our customers. It is very important indeed that you understand our services, their scope and limitations. This document together with any other agreement or documents constitute the totality of your contract with us.

By signing your account opening documentation, you are agreeing to these Terms. Your signed account opening documentation incorporates these Terms and the ARIA IP Account Fee Schedule, which your Financial Adviser should have provided to you and which together constitute the legal contract between you and ARIA IP which comes into effect from the date that we accept your, completed account opening documentation, in issuing your confirmed account details in writing. Please note that these Terms and Conditions will be amended from time to time to accommodate changes to our service and the latest Regulations. We will provide you with due notice of such changes. They will not affect your rights to withdraw from the contract should you wish.

If you do not understand any point please ask us for further information. As with any agreement or contract, you should also take any independent legal or other advice which you think you need before accepting these Terms.

1.1 General Provisions

When you read these Terms, it is important you understand that you will be a client or customer of ARIA (“we” or “us”) who will use the ARIA Investment Platform (ARIA IP). The ARIA IP service is offered to financial advisers and their clients in order to manage investments – buying, selling and recording them in one place but within different tax wrappers where relevant. ARIA IP takes instructions from your Financial Adviser and carries out deals in the market. Please note that you or your Financial Adviser will make the investment decisions. You either give your Financial Adviser the authority to manage your investments and make decisions on what to buy or sell on your behalf, or retain responsibility for the decisions and give your Financial Adviser instructions each time you want him/her to deal. We will not provide advice to you or your Financial Adviser, and we will not therefore consider the suitability or appropriateness of any transactions which you enter into. You may exchange views with your Financial Adviser at any time but we are under no formal obligation to monitor your investments.

The ARIA IP Service is provided on an execution only basis. This means that you, and your Financial Adviser as your agent, are responsible for investment decisions and decisions on the use of any tax wrapper or products, and including all tax, legal, regulatory and accounting consequences of such decisions. We will simply implement the instructions of your Financial Adviser.

1.2 Limitation and Application

ARIA’s obligations to you are limited to those set out in these Terms. Any failure by ARIA (whether on an ongoing basis or not) to insist on strict compliance with any of these Terms is not deemed to amount to ARIA giving up or waiving any of its rights or remedies under them. The rights and remedies conferred on ARIA will be cumulative and the exercise of waiver of any part of them will not stop or inhibit the exercising by ARIA of any other additional rights and remedies. These Terms will apply to each account on ARIA IP. These Terms will also apply to and be binding on any person exercising any power of appointment or delegated power (including without limitation the exercise of any discretion, permission or consent) delegated by you.

1.3 Liability and Indemnity

Neither ARIA, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by ARIA of its services, save for that nothing in these terms shall exclude or restrict any liability of ARIA resulting from the negligence, fraud or wilful default of ARIA or any contravention by ARIA of the FCA Rules. ARIA shall not, in any event, be liable for any indirect or consequential loss (including any loss of profit), or for any losses that arise from any damage to your business or reputation. ARIA shall not have any liability for a circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond ARIA’s reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster) and, in such circumstances, any of ARIA’s obligations shall be suspended pending resolution of the event or state of affairs in question. Furthermore we shall not be liable for any losses you incur if we fail, interrupt or delay in performing our obligations under this agreement in order to avoid damage to ARIA employees, property or reputation. The provisions of this clause shall continue to apply notwithstanding the fact that we cease to provide services and shall be in addition to any other right of indemnity or claim of any indemnified person whether pursuant to these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

1.4 About Us

ARIA is a company registered in England no. 7091239 with its contact address at: Guildford Business Park, Building 2, Ground Floor, Guildford GU2 8XG. ARIA is authorised and regulated by the Financial Conduct Authority (FCA) which is based at 12 Endeavour Square, London, E20 1JN. Our registration can be verified by calling the FCA on 0800 111 6768 or online at: [https:// register.fca.org.uk](https://register.fca.org.uk)

Please read this document and any accompanying application pack very carefully before you register as a client of ARIA, or the ARIA Investment Platform (ARIA IP) and our services. Please ensure that you understand the information contained and raise any queries you may have with your Financial Adviser or with us prior to using this service. The ARIA IP application pack provided by us or your

Adviser should contain the following documents or sections within a standalone Platform Agreement Account Form:

- ARIA IP Fee Schedule
- ARIA IP Platform Account Agreement Form
- Declaration
- Best Execution Policy
- ARIA Privacy Policy (<https://www.ariacm.com/privacy-policy>)

Your use of our service will confirm your acceptance of these Terms and Conditions.

Please note that these Terms and Conditions will be amended from time to time to accommodate changes to our service and the latest regulations. We will provide you with due notice of such changes. They will not affect your rights to withdraw from the contract should you wish.

By registering as a Customer of ARIA IP a legally binding agreement is formed between “You” and ARIA IP. If you have any queries regarding the service or these Terms and Conditions, please speak to your Financial Adviser.

2. Glossary of Definitions

Account: The Fusion Wealth Platform Account established in accordance with these Terms and Conditions, that we will open and hold for you to record Assets that you buy, sell and hold on the Fusion Wealth Platform. You may hold multiple Accounts for multiple Wrappers, for example an ISA Account and two SIPP Accounts

Administration Address: Ground Floor, Building 2, Guildford Business Park, Guildford, GU2 8XG.

Adviser: The qualified and suitably regulated individual you have appointed to provide you with financial advice and to administer, control and monitor your Account and your Securities on the basis of that advice and your instructions. Your Adviser may also have appointed other nominated intermediaries to assist in providing you with financial services. This may include linking your Account to a Model Portfolio, or appointing a DFM to manage Assets on your behalf.

Advisory: An Account investment capacity allowing your Adviser to provide you with financial advice but requiring your agreement and consent before instructing us to buy or sell Instruments

on your behalf. Where you open an Account on an Advisory basis you authorise us to accept instructions submitted by your Adviser on your behalf, and we will assume that your Adviser has your consent to place any such instructions.

Agreement: The Terms and Conditions of the Fusion Wealth Platform (this document), the Key Features of the ARIA Investment Platform, completed and signed Platform Account Agreement, including declaration and Fee Schedule, along with any Third-Party Product Account provider terms and conditions and key features document as applicable. The Terms and Conditions of ARIA Investment Platform will take precedence if it and other documents differ, including the terms and conditions specific to a Third-Party Product Account.

Annual General Meeting: The Annual General Meeting of companies in which you have invested

Annual Management Charge: An annual charge made by a Fund Manager on the Fund Units, usually made to cover the costs of managing the investments comprising the Fund. The charge is usually expressed as a percentage of the value of the Fund.

ARIA IP Cash Account: This is cash holding within an account, resulting from: (a) Cash being deposited in order to execute the purchase of Assets through ARIA IP on your behalf; (b) Cash resulting from the disposal of Securities on your behalf and (c) Dividends and interest received on your behalf. Charges will be deducted from your available cash.

ARIA Investment Platform service (ARIA IP): The online service, provided by Absolute Return Investment Advisers (ARIA) Ltd. In accordance with this Agreement which allows your Adviser to buy and sell investments on your behalf and for investments to be held for you within your ARIA IP Account(s).

Assets: Securities, income, interest and any other rights and entitlements from time to time held within your Account.

Available Scheme: A Fund forming part of a Transfer in which Units or Shares are available for investment via both the Ceding Platform and the Receiving Platform.

Authorised Distribution Fee (ADF): Refers to the fee paid to your Financial Adviser for the initial advice and recommendation as per the Offering Supplements and Prospectuses relating to the All Terrain Portfolio Strategies and Parala Macro Multi-Asset Portfolio Strategies and the funds invested into within those Portfolio Strategies, and any other funds which may offer this facility. The ADF means the distribution fee payable, in respect of the advice given to the investor into these Portfolio Strategies, to the Authorised Distributor or your Financial Adviser, in respect of the value of the investments you make into specific Portfolio Strategies. The ADF is subject to a redemption penalty (see Redemption Penalty and Redemption Penalty Period) on any unamortised balance and is an alternative to any fees or charges, payable to your Financial Adviser, debited from your portfolio before being invested into the Portfolio Strategies or individual funds. Please note that the Authorised Distribution Fee facility is not available in all jurisdictions.

Bank: An institution authorised to hold Customer money as ARIA IP may nominate from time to time.

Best Execution Policy: This document lays out the approach that ARIA IP will take when executing trade orders in order to establish the best possible result for Customers, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, and other considerations where applicable.

Business Day: Any day when the London Stock Exchange is open for business. Our normal hours of Customer Service are 9:00am to 5:00pm.

Capital Portfolio: A designated sub-division of your ARIA Investment Platform Account within which you may buy, sell and hold Cash and Securities.

Cash: Any currency balances, interest, distributions and other amounts received or receivable as cash in your Account from time to time, resulting from:

- Cash being deposited in order to execute the purchase of Assets through ARIA IP on your behalf;
- Cash resulting from the disposal of Securities on your behalf; and
- Dividends and interest received on your behalf.

Cash Transfer: A Transfer of Customer Assets which is achieved by selling Securities and transferring the resulting Cash from one platform (the Ceding Platform) to another (the Receiving Platform).

Ceding Platform: In the case of a Transfer, the platform service provider from which Customer Assets are to be transferred.

Collective: A collective investment such as a Unit Trust or OEIC.

Contract Note: The evidence that you have bought or sold an investment on either an Advisory or on an Execution-Only basis. This includes details of the Securities you traded, the quantity of Shares or Units bought or sold, the price you received and when the transaction took place. Contract Notes are not issued for transactions completed within a Discretionary Account.

Cooling Off Period: A period of 14 days after your Adviser receives our confirmation of the establishment of your Account during which you are able to cancel your application. If you have asked us to invest your Cash within the Cooling Off Period, you may get back less than you have invested due to market movements and any applicable fees or charges.

Corporate Actions: Changes to companies that affect their Exchange listings and changes to Funds. Examples of Corporate Actions are rights issues, defunct issues, stock splits, mergers and name changes.

Costs and Charges: All costs and charges that relate to the retail investment recommendations. Indication of expected (ex ante) costs and charges need to be provided pre-sale. These need to be aggregated and expressed as both a cash amount and as a percentage.

Crest: The computer-based system which enables Securities to be held and transferred in electronic form and which is operated by Euroclear.

Custodian: SEI Investments Europe Ltd act as custodian for ARIA IP and is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 191713.

Custody Agent: Fusion Wealth Ltd act as custody agent for ARIA IP clients and is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 541404. Their registered office is Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, RH12 4QP.

Customer: An individual, or a Registered Contact acting on behalf of an individual, or other legal entity with an Account on the Fusion Wealth Platform.

Customer Money: Money defined as "client money" in accordance with Regulations, which received from and held on behalf of a Customer. This could be in the form of Cash, cheque or electronic transfer and includes money held by us as stakeholder, and which is not immediately due or payable on demand to the firm for its own account..

Customer Money Bank Account: A designated Bank account, set up in accordance with FCA Client Money rules as a statutory trust used to hold and protect money on behalf of Customers, segregated from the assets of ARIA or Fusion Wealth or SEI currently held at HSBC and other regulated deposit takers for the purpose of holding Customer Money.

Dilution Levy: An extra charge levied by the Fund Managers when you buy or sell Units in a Fund. The charge is designed to offset any potential effect on the value of the Fund of such purchases or sales. As such, Fund Managers are most likely to apply a dilution levy if the quantity of units in the transaction is a significant proportion of the Fund itself.

Discounted Unit Class: A Unit or Share class of an Available Scheme in respect of which a lower level of charges is payable to the Fund Manager than would otherwise apply to Units or Shares in the Fund.

Discretionary: An Account investment capacity allowing your appointed Adviser to place instructions on your behalf without requiring your consent for each trade. This may be done by appointing an intermediary to assist in providing you with investment management services, and may include linking your Account to a Model Portfolio, or appointing a DFM to manage your investment on your behalf.

Discretionary Fund Manager (DFM): A third-party DFM given access, via ARIA Investment Platform, to Customer Accounts in order to provide bespoke investment management services. An appropriate discretionary management agreement must be in place either between your Adviser and the DFM or directly between you and the DFM in order for you to appoint a DFM to manage your investment via a bespoke DFM service.

Discretionary Fund Management Service Agreement: An agreement between you, or a Financial Adviser, and a Discretionary Fund Manager that authorizes the latter to provide discretionary management services in relation to your account.

Exchange: A recognised organisation whose purpose is to allow listing and trading of Securities (for example the London Stock Exchange)

Exchange Traded Instrument: Any Security which is bought and sold via an Exchange.

Execution Only: An investment capacity, set at Account level, which is restricted to the execution of dealing instructions without the Customer reviewing any financial advice.

External Adviser: A qualified and suitably regulated individual you may appoint to provide you with financial advice and whom you authorise to act as your agent and instruct ARIA with regard to your Account and Securities on the basis of that advice, and who does not have a contract in place with Aria to access the Aria Investment Platform.

Financial Conduct Authority (FCA): The regulating body of the financial services industry in the United Kingdom, whose registered address is 12 Endeavor Square, Stratford, London, E201JN.

Financial Services Compensation Scheme (FSCS): The compensation fund of last resort for customers of authorised financial services firms. If a firm becomes insolvent or ceases trading they may be able to pay compensation to its customers.

Fund: An authorised unit trust or mutual fund or open-ended investment company (or sub fund thereof) we specify as available for investment within your Account

Fund Manager: The person or team of people responsible for implementing a Fund's investment strategy and managing its portfolio trading activities.

General Investment Account (GIA): A taxable investment account.

Her Majesty's Revenue and Customs (HMRC): The tax authority in the UK

In Specie Transfer: A transfer of Customer Securities which is achieved by re-registering the ownership of Securities from one platform (the Ceding Platform) to another (the Receiving Platform) . This may or may not include a share class conversion to an Available scheme, but does not involve the sale of Securities.

Income: All payments resulting from Assets held and received as Cash to your Account including interest, dividends and any tax payments we reclaim for your Account.

Income Portfolio: A designated sub-division of your ARIA IP Account which is used to collect income from your Assets until paid to you or credited to your Capital Portfolio.

Individual Savings Account (ISA): An Individual Savings Account managed under the ISA Regulations.

ISA Additional Permitted Subscription: The supplementary value, up to the value of the deceased investor's ISA at the date of death, that may be contributed to a Stocks and Shares ISA by a surviving spouse or civil partner in addition to their normal annual allowance.

ISA Manager: Fusion Wealth Limited as registered with the HMRC as an ISA manager. Fusion's registered address is Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex RH1 4QP.

ISA Regulations: Individual Savings Account Regulations 1998, as amended.

Intermediary: An authorised person under Part IV of the Financial Services and Markets Act 2000.

Investment Research Partners: Are third parties who provide asset allocation and research to some of the Portfolio Strategies available on ARIA IP.

Joint Account: An ARIA IP Account held in the names of more than one Customer.

Legal Entity Identifier (LEI): A unique identifier associated with a single corporate entity. The Legal Entity Identifier (LEI) initiative is designed to create a global reference data system that uniquely identifies every legal entity or structure, in any jurisdiction, that is party to a financial transaction.

Market Timing: The pricing of Securities based on International stocks may allow for a small window in which a major market impact has not yet been reflected in the re-valuation of the fund. For example, a fund with a Valuation Point of 12pm UK time may allow for many hours of trading in Eastern Time zones before it is re-priced. Fund Managers are sensitive to market timing activities and may apply adjustments after trades to account for major market movements.

Model Portfolio: A target allocation of Securities and Cash determined by a Model Portfolio Manager. The Model Portfolio Manager will design a range of Model Portfolios with different investment objectives and risk exposure levels. Customer Accounts may be linked to a Model Portfolio, meaning that when Cash is applied to the Account it will automatically be invested in line with the Asset allocations of the Model Portfolio assigned.

Model Portfolio Manager: A party that provides investment management services by way of a Model Portfolio Service. Your Adviser may appoint a Model Portfolio Manager at any time by linking your Account to one of their Model Portfolios. An appropriate Investment Management Agreement must be in place either between your Adviser and the Model Portfolio Manager or directly between you and the Model Portfolio Manager in order for your Account to be linked to a Model Portfolio.

Nominated Bank Account: A Bank or building society account of which you are named holder and which you specify and we accept as the Bank account to which any monies are payable to you.

Nominated Intermediaries: An authorised person under part IV of the Financial Services and Markets Act 2012 appointed by yourself or your Adviser on your behalf. Such third parties may be appointed to provide you with a range of additional services other than financial advice e.g. Discretionary Fund Management, Inheritance Tax guidance.

Nominee: SEI Global Nominee Limited or any other Custodian appointed to provide custody to Assets held at ARIA IP.

Non-Advised Customer: Any Customer who does not have a relationship with an Adviser.

OEIC: Open Ended Investment Company as defined by the Financial Services and Markets Act 2000.

Off Market Trade: Any trade which is settled between two parties without the need for a clearing intermediary such as a broker or stock exchange.

Ombudsman: The Financial Ombudsman Service (FOS) whom may be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Paperless Service: Means the platform service where all communications are made electronically, or via our website or online client valuation facility.

Platform Account Agreement Form: The application(s) completed by you or on your behalf to open an ARIA IP Account.

Portfolio Strategies: Refers to the portfolios available on ARIA IP, which are created, managed and maintained by ARIA IP.

Primary Holder: Where there is more than one Account holder the first named person on the ARIA IP Platform Account Agreement Form.

Privacy Policy: ARIA's privacy policy explaining what personal data is collected by ARIA, how it is used and who it is disclosed to, located at <https://www.ariacm.com/privacy-policy/>

Rebalance: An automated process occurring on a scheduled frequency and/or whenever a DFM or Model Portfolio Manager adjusts a Model Portfolio and/or on an ad hoc basis, as determined by the Model Portfolio Manager. The Rebalance function takes the appropriate buy and sell actions within any Account linked to the relevant Model Portfolio in order to align the Account with the Model Portfolio target Asset allocation.

Receiving Platform: In case of a Transfer, the platform service provider to which Assets are to be transferred.

Redemption Penalty: Means a contingent redemption fee to the benefit of a particular funds a Customer or investor may be invested into, applied in connection to the repayment of any unamortised balance of the 'Authorised Distribution Fee'.

Redemption Penalty Period: Means the period of time over which an Authorised Distribution Fee, payable on behalf of the investor to an Authorised Distributor or your Financial Adviser, by the funds into which you may be invested, is amortised over and clawed back from your investments.

Regulations: Any law, legislation, instrument, rule, order, regulation, directive, bylaw or decision which applies to, concerns or otherwise affects either Party's obligations under this Agreement as the same may be amended or varied from time to time including the Finance Act 2004, the Financial Services and Markets Act (FSMA) 2000, substantive legislation made under those acts, the ISA Regulations, the Markets in Financial Instruments Directive (MiFID) as amended, any rules and regulations of any Authority (including, without limitation, the FCA Rules) and/or any Data Protection Legislation.

Retail Client: Any non-professional investor buying, selling and holding investments on the Fusion Wealth Platform. Fusion Wealth classifies all Customers as Retail Clients for the purposes of the Markets in Financial Instruments Directive (MiFID) classification, affording them the greatest level of protection under the FCA Rules and the FSCS.

Securities: Units in Unit Trusts, shares in OEICs or equities, fixed interest securities, investment trusts, structured products and other tradable securities available through ARIA IP.

Security Details: The Account number, password and personal identification number (or other identifiers or security items as may be implemented from time to time), which you set or which are issued to you in order to uniquely identify you on ARIA IP.

SEI Investments (Europe) Limited (SEI): The nominated custodian for ARIA IP. SEI is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 191713.

Shares: Shares of any class in an OEIC, equity or fund, including any fractions or decimals of units.

Stop Loss or Limit Orders: A conditional trade instruction that automatically executes based on certain pre-determined prices of the asset being met within a pre-determined duration. We cannot accept Stop Loss or Limit Orders.

Tax Year: A calendar year beginning on 6 April and ending on the following 5 April.

Third Party Discretionary Fund Manager (DFM): Where an external party provide asset allocation services and research to the platform for the end client or Customer.

Third Party Product Account (TPPA): An Account held on your behalf in the name of a third-party product provider, for example a Self-Invested Personal Pension (SIPP) or Offshore Bond, which contains the Assets held within or linked to an investment product provided by that third-party. In addition to this Agreement, TPPAs will be subject to the terms and conditions and key features of the TPPA provider.

Transfer: The process of transferring Customer Assets from one platform service provider (the Ceding Platform) to a new platform service provider (the Receiving Platform), either where the Securities themselves are transferred to the Receiving Platform (In Specie Transfer), or where the Securities are sold and the resulting Cash transferred to the Receiving Platform (Cash Transfer).

Units: Income or Accumulation units, or shares of any class, in a Fund, including any fractions or decimals of units.

US Person: Is a living individual to whom one or more of the following applies:

- Dual citizen of the US and another country
- US citizens even if residing outside the United States
- US passport holder
- Born in the US unless citizenship is renounced
- Lawful permanent resident of the US
- 'meets the Substantial Presence Test as set out by the US tax regulator, the Internal Revenue Service (IRS)

For more information relating to the Substantial Presence Test please refer to <https://www.irs.gov/individuals/international-taxpayers/substantial-presence-test>.

Valuation Point: The point in time determined by Fund Manager to price Units or Shares that are either bought or sold.

Valuation Statement: A printed or electronic statement issued to you on a quarterly basis that details all activity on your Account in that period. This will include all fees and charges paid out of your Account during that same period.

Vulnerable Customer: A Customer who, due to their personal circumstances, is especially susceptible to detriment. Customers may become Vulnerable Customers for a variety of reasons, requiring a flexible, tailored response from firms, including Fusion Wealth, their Adviser, and Third-Party Product Account providers, as applicable. Vulnerability may be temporary, sporadic, or permanent, and may be caused or exacerbated by the actions or processes of firms.

We/Us and Our: ARIA, ARIA IP, The ARIA Investment Platform, Absolute Return Investment Advisers (ARIA) Limited, SEI and other nominees where appropriate.

Wrapper: An account type which structures investments so as to benefit from specific favorable taxable arrangements, such as an General Investment Account (GIA), or Individual Savings Account (ISA) or Self Invested Personal Pension (SIPP).)

You/Your: These words take the normal meanings found in the Oxford English dictionary and refer to the to the Customer entering into these Terms and Conditions with Fusion Wealth Limited by completing an Account Application and a Fusion Wealth Customer Declaration.

3. Interpretation

1. References to sections, paragraphs and clauses, are references to sections, paragraphs, clauses within these Terms and Conditions and references within a sub-section or sub-clause to "this section" shall refer to the whole Clause and not merely to the sub-section or sub-clause in which it appears.
2. Headings are included for ease of reference only and shall not affect the interpretation of these Terms and Conditions.
3. The singular shall include the plural and vice versa and references to any gender shall include references to the other genders.
4. The expression "person" shall mean any natural person, partnership, joint venture, corporation (wherever incorporated), trust, firm, association, government, governmental (or supra- governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.
5. The terms "subsidiary" and "holding company" shall have the meanings ascribed thereto in section 736 and Section 736A of the Companies Act 1985.
6. Any reference to any statute or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of this Agreement) and any order, regulation, instrument, by-law or other subordinate legislation made under it.

4. The ARIA Investment Platform

1. Our Service

This section provides an overview of the services provided and the differing roles and responsibilities between us and your Adviser. It will also provide some information on the below areas:

- Investments
- Portfolio Strategies
- Restrictions

If you are unsure of the above subjects then please contact us or your Adviser.

The service is aimed to provide a platform solution for the clients of Advisers to trade and manage their investments in one place. We do not provide advice to you or your Adviser, therefore we will not check the suitability and appropriateness of any transactions you instruct us to place on your behalf

1.1. Execution Only Service

The ARIA IP Platform is provided to you on an execution only basis. You and your Financial Adviser are responsible for any investments made within your Account, we will not monitor your Account.

1.2 Your Financial Adviser

Your Adviser has the authority to give instructions to us on your behalf. All investment decisions are by you and your Adviser and we are not responsible for them. We execute the instruction. We will not assess suitability or appropriateness. Your Financial Adviser has access to full details on your account including personal details, investments and transactions. Your Adviser is responsible for monitoring your investments on an ongoing basis. Your Adviser is responsible for all trade details sent to us and we will refer back to them should there be any failed trades, for example, asset not available to purchase or insufficient cash on the account to make the purchase. We may transfer your portfolios to another service or close your account. Should you wish to transfer your assets to a third party, keep in mind the costs associated to do this from both parties.

1.3. Investments

ARIA IP has a wide range of investments, should a particular investment not be set up, we reserve the right not to transfer in any given investment onto the platform. We will request further information before we proceed with the set up. Trades cannot be placed until the investment is fully set up and ready for trading.

1.4. Portfolio Strategies

Refers to the model portfolios available on ARIA IP, which are created, managed and maintained by ARIA IP. We offer a range of portfolios, which are customised to given risk profiles, and include active, passive, absolute returns, multi-asset, traditional and direct equity offerings. We reserve the right and maintain absolute discretion to change, alter, reduce and add to the Portfolio Strategies offered on ARIA IP and cannot guarantee that those currently offered will always be maintained. The Portfolio Strategies are offered on an Execution Only basis to you and your Financial Adviser and ARIA holds no responsibility for either their suitability or appropriateness to your personal circumstances. Neither will we review individual investor circumstances as to whether a selected Portfolio Strategy is suitable or appropriate, having initially opened a Platform Account or ongoing.

1.5. Goal Based Portfolios

Refers to 'miniature' model portfolios available on ARIA IP, which have been created, though not managed and maintained by ARIA. They are typically specific to a certain investment goal, or investment theme by which a Customer and their Adviser can gain exposure should that be deemed appropriate by you and your Adviser. They cover a range of investing goals such as regular savings, global growth or emerging markets for example, but are not 'risk profiled' to an investor's risk tolerance. We reserve the right and maintain absolute discretion to change, alter, reduce and add to the Portfolio Strategies offered on ARIA IP and cannot guarantee that those currently offered will always be maintained. The Portfolio Strategies are offered on an Execution Only basis to you and your Financial Adviser and ARIA holds no responsibility for either their suitability or appropriateness to your personal circumstances. Neither will we review individual investor circumstances as to whether a selected Portfolio Strategy is suitable or appropriate, having initially opened a Platform Account or ongoing.

1.6. Restrictions

As you or your Financial Adviser (as applicable) are responsible for investment decisions and we carry out instructions given to us on an execution only basis, please be aware that we will not check whether instructions we receive comply with any investment restrictions that may apply to any particular tax wrapper product. Failure to comply with any applicable restrictions may give rise to tax charges, penalties, costs, liabilities and other losses, and these may exceed the value of the relevant account. You acknowledge that you or your Financial Adviser should carry out the necessary due diligence.

In addition, if you do not inform your Financial Adviser of any investments, type of investment or market in which you do not wish them to instruct us to execute a transaction on your behalf, then they may instruct us to carry out such transactions and we will be entitled to rely and act on those instructions. Please therefore make sure you keep your Financial Adviser informed of any restrictions, so that they can ensure that any transactions entered into comply with such restrictions.

If you are employed by a FCA regulated business, you must obtain the necessary consents before your Financial Adviser instructs us to execute transactions on your behalf. Or if you are prohibited from dealing in certain securities, and if this should change, please notify your Financial Adviser.

Please note that from time to time we may have to sell securities without a client from time to time we may have to sell securities a non-qualifying ISA investment.

2. General

2.1. These Terms and Conditions apply to your use of the ARIA Investment Platform, including use of Wealth Platform.

2.2. ARIA classifies all Customers as Retail Clients for the purposes of MiFID classification, other than FCA regulated firms who are classified as Professional or Eligible Counterparties. Any Customer who would ordinarily be considered to be a "professional client" under MiFID may not necessarily be considered an eligible complainant or have rights under the Financial Ombudsman Service (FOS) or have the protection of the Financial Services Compensation Scheme (FSCS) as a result of that classification.

2.3. Nothing included in the Wealth Platform constitutes an offer or solicitation to sell Securities by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.

2.4. Does not offer advice on investment, legal matters or tax. You should seek such advice from a qualified and suitably regulated professional.

2.5. These Terms and Conditions come into force when you place Cash or Transfer Assets into an Account on ARIA Investment Platform.

US Persons

2.6. We cannot accept applications from US Persons as defined in the Glossary of Definitions for any Account where that person would have a beneficial interest, receive income, or otherwise be tax reportable in relation to the Account. This includes an Account Holder of an individual or Joint Account such as a GIA or ISA, and any nominated person with a beneficial interest linked to an Account (e.g. a beneficiary to a trust), but does not apply to a person acting as Power of Attorney for a Customer, or any nominated person linked to an Account without a beneficial interest (e.g. settlor, trustee).

2.7. If you are unsure of your US Person status, or whether you would be considered a tax reportable individual in relation to an Application, you should consult your Advisor

2.8. Should you become a US Person at any point after your Account has been opened, we reserve the right to close your Account and send the value to your Nominated Bank Account.

2.9. Full functionality of the ARIA IP P is available to Fusion Advisers via the internet browsers Google Chrome and Microsoft Edge. Other browsers may not experience full functionality and may experience compatibility problems.

2.10. Access to the ARIA IP website and the use of the electronic dealing facilities may be prevented by certain factors outside the reasonable control of ARIA IP including, without limitation, the inoperability, inefficiency or unsuitability of their equipment and the unavailability, in-operation or interruption of Internet or other telecommunication services. ARIA IP does not accept any liability for any loss or damage arising out of or in connection with such service disruption, or any dealing instructions submitted by any electronic means or online portals.

2.11. You agree not to copy, reproduce or redistribute, in whole or in part, any information or data contained on the ARIA IP website or within any of the ARIA IP literature or any communications we send you, except for your own personal use.

Information contained within the ARIA IP website or literature or communication is subject to copyright with all rights reserved.

2.12. The intellectual property rights in all elements of software, databases and information contained with ARIA IP or any ARIA website or within any of the ARIA Literature or any communication send to you shall remain vested in us and/ or our licensors, and you will not acquire or retain any interest or title in such elements other than as set out in these Terms and Conditions. You may use the software, databases and information contained within ARIA IP or any ARIA's website, literature and communications, but solely to the extent necessary for use of ARIA IP in accordance with these Terms and Conditions. In particular, you agree not to commercially exploit any data or other information accessed, and must not remove any copyright or other proprietary notices from such information. These terms are non-transferable and limited to the term of this Agreement.

2.13. You agree not to use any ARIA IP website for any illegal or improper purpose including, without limitation, the transmission of defamatory or obscene material. You shall fully compensate ARIA IP in respect of any loss suffered by breach of this prohibition.

HOW WILL WE COMMUNICATE WITH YOU

All communications we send to you will be sent to the address or email address stated in your application, or any such address you subsequently specify.

2.15. Where we have been asked to send communications to your Adviser rather than to you, we will not accept any liability in the event that your Adviser fails to deliver such communications to you.

2.16. All communication with ARIA IP must be in English or accompanied by an independent professional translation.

2.17. ARIA IP attempts to ensure that the information available on ARIA IP at any one time is accurate and not misleading. However, some reference information is provided by external third parties and the content cannot therefore be guaranteed to be free of error or omission. Reasonable effort is made to ensure that these details are accurately maintained, though providers may change their terms on occasion.

2.18. We may record or monitor telephone conversations for security and training purposes and in order to comply with our obligations under the Regulations. By accepting these Terms and Conditions you give ARIA your consent to such recording and accept that we may rely on these recordings in the event of a dispute.

2.19. In an event that losses on your account to 10% or more of the value of most recently reported quarterly valuation, this will be reported to you and your Adviser.

2.20. ARIA IP does not offer advice on legal matters or tax. You should seek such advice from a qualified and suitably regulated professional.

2.21. ARIA will always send you file attachments by an encrypted email or with password protection. You agree that you will observe the following best practices:

- a. You will not click on links or attachments from senders that you do not recognise;
- b. You will not disclose sensitive personal information (e.g. bank or credit card details, usernames or passwords) over email or on the telephone;
- c. You will be alert to email senders that use suspicious or misleading domain names;
- d. You will inspect URLs carefully to ensure that they are legitimate and not imposter sites;
- e. You will not try to open any shared document that you are not expecting to receive.

You undertake to contact your Adviser or Fusion Wealth immediately if you cannot establish whether an email is legitimate or not, or if you have any concerns regarding any communication purporting to be from ARIA.

OPENING AN ACCOUNT

2.22. These Terms and Conditions come into force when you place Cash or transfer Assets into an Account' on ARIA IP.

2.23. If the holding in your ARIA IP Account is very small, you should be aware that the fees charged may be disproportionate to the holding value.

2.24. Upon receipt of an Application from your Adviser, ARIA IP will confirm to your Adviser that the Account is open.

2.25. ARIA IP will not open an Account without a fully completed ARIA IP Platform Account Agreement Form and Fee Schedule. ARIA IP will not be liable for price changes due to market movement during the application processing period regardless of time extensions caused by incomplete data provided on Account Application. Moreover, ARIA IP will not be liable to

any extent for any costs, delays, price changes or financial implications of any sort due to administrative delays which are to any extent related to Anti- Money Laundering procedures.

2.26 As part of our normal duties, we will run anti-money laundering checks and your personal details may be checked against an electronic identity checking service.

2.27 In the case of Portfolio Strategies, contributions made via ARIA Investment Platform will be automatically invested into the Strategy. Contributions made into Accounts not linked to a Strategy will not be automatically invested. It is the responsibility of you or your Adviser to monitor your Account and to ensure that contributions are invested once cleared Cash is available in the Portfolio.

PLACING INSTRUCTIONS

2.27. Dealing instructions must be provided online via ARIA IP or related online portal by your Adviser. Email instructions will be considered for acceptance where your Adviser does not have this facility or if you do not have an Adviser. Please see our Best Execution Policy for more information.

2.28. Prices for securities displayed on ARIA Investment Platform for Funds and Stocks will reflect the latest daily or end-of-day price respectively as provided by our price vendor. This is usually the daily or end-of- day price respectively as provided by our price vendor, but some Securities price at different frequencies, including monthly.

For dealing purposes, these prices should only be used as an indicative price.

2.29. Unless you advise us that your Security Details have been compromised any instruction received using them will be deemed valid.

2.30. **Automated trading** Where your Account is linked to a Model Portfolio, we will undertake automated trading on your Account, including but not limited to the following:

- A. to rebalance your Account on a scheduled frequency (if applicable) and/or whenever a Model Portfolio Manager adjusts a Model Portfolio linked to that Account and/or on an ad hoc basis, as determined by the Model Portfolio Manager, by placing appropriate buy and sell trades within your Account in order to bring the Account back to the Model Portfolio's target allocations;
- B. to invest Cash receipts of £100 or more applied to any Account linked to a Model Portfolio, by placing the appropriate buy trades in order to optimise alignment with the Model Portfolio's target allocations (i.e. by purchasing underweight Securities first); and
- C. to raise sufficient Cash to cover regular or ad hoc fees or withdrawals payable from the Account, where sufficient Cash is not already available, by placing the appropriate sell trades in order to optimise alignment with the Model Portfolio's target allocations (i.e. by selling overweight Securities first).

2.31. Where a Rebalance is instructed, the system will view all resulting trades placed on an individual Account as a 'set', allowing the synchronised settlement of deals. Synchronised settlement means that all trades within the 'set' will be generated at the same time and scheduled with the same settlement dates, rather than requiring the sell trades to settle before the corresponding buy trades can be placed. Please note that different instrument types may have different settlement cycles, meaning some trades may take longer to settle than others. Where Securities within the 'set' have different settlement cycles, the longest settlement date will be applied to all trades, meaning that not all trades will necessarily be placed at the same time.

2.32. ARIA IP accounts can support multiple capital Portfolios within a single Account, allowing for the application of more than one investment objective within an Account. Multiple Capital Portfolios cannot be supported in all cases restricting multiple capital Portfolios may be a requirement of the Third- Party Product Account providers or ARIA IP, in either instance we may require you to open additional Accounts as an alternative to opening multiple Capital Portfolios.

2.33. Record Retention: In accordance with legal and regulatory requirements, ARIA will retain your records, for a minimum period of five years following the termination of any relationship between us. This period may be extended by force of law, regulatory requirement or agreement amongst us.

2.34. Unsolicited Calls and Telephone Recording: You expressly invite ARIA to telephone you between 9 am and 5.30pm on weekdays to discuss investment business without prior notice unless you instruct us to the contrary. Telephone calls may be recorded for the purposes of training, monitoring quality and regulatory compliance. In the event of a dispute, we may rely on such recordings.

2.35. **Methods of Communication:** We will normally communicate with you by post, telephone, email and via secure messaging on our web sites in addition to any meetings that we may have with you. Please let us know if you would prefer not to receive communications by any of these methods.

We may communicate with each other by email, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks of unauthorised access, interception or corruption and the risks of

viruses or other harmful devices, although we and you will be responsible for having reasonable virus checking procedures on our systems.

2.36. **Reliance on Information:** Where information is provided by you, you will be responsible for ensuring that any information you provide is accurate and factual. Furthermore, you cannot assume that instructions of any kind sent to us by email have been complied with until you receive our confirmation.

2.37. **Paperless Service** (Only applicable to Clients who opt in to this service) Where you opt into our Paperless Service it will apply to all Accounts you hold with us. However, if we hold more than one Client record for you, for example if you are party to a joint Account and also hold an Account in your own name, you will need to register these separately. If you choose the Paperless Service it will apply to all your Accounts and will supersede any previous instruction to receive correspondence by post. Where appropriate and possible to do so, we will endeavour to acknowledge confirmation of all new business electronically. You acknowledge that there may be instances in which the nature of the correspondence requires it to be sent to you by post rather than via the online facility. You will be able to view investment reports and valuations directly from our secure website as soon as they are made available. We aim to switch other communications to email, or secure messaging service via your online valuation and we will automatically add these services as they become available. If you use a program to filter spam emails please add our email address admin@ariacm.com (or such other email address as notified by us from time to time) or ariacm.com domain to your approved senders list. In addition, if you change your email address you should notify us immediately. You acknowledge that it is your responsibility to ensure that the email address we have for you is active and up to date. If at any stage in the future you would like to return to receiving all correspondence on your Account by post, you will be required to send written confirmation.

3. Your General Responsibilities

3.1. Should you cease to become a resident of the UK for tax purposes you should inform your Adviser and ARIA IP immediately, as further regulatory requirements may be applicable.

3.2. Should you become a resident of the UK for tax purposes having previously lived abroad you should inform your Adviser and ARIA IP immediately, as further regulatory requirements may be applicable.

3.3. Website: Once you have opened an Account with us we will provide you a password, enabling you to access valuations and transaction details online.

Once this has been issued, you are responsible for maintaining the security of your Account and should not provide your login details to any third parties, including your adviser. Should you believe or know that the security of your username and password has been compromised you are required to notify ARIA IP immediately. You agree to use our website in accordance with the website Terms which is available at all times on our website at www.ariacm.com.

3.4. You agree to accept full responsibility and to release ARIA IP from any liability for executing instructions which you or your Adviser place using ARIA IP. You acknowledge that all instructions given are at your sole risk.

3.5. You authorise ARIA IP to accept as genuine and duly authorise any order instruction placed by your Adviser or received from the email address we hold for you or bearing your signature.

3.6. If for any reason part way through placing a dealing instruction there is any failure of the platform or your Advisers connection to the platform or of any other channel of communication through which you or they are placing any instruction, then your Adviser should not repeat the instruction without contacting ARIA IP first by telephone or email to establish whether the first instruction has been received.

If they repeat the instruction the same order may be actioned twice. In this event ARIA IP will not be liable for any losses or expenses or costs incurred as a result of the duplicated instruction.

3.7. You or your Adviser may be able to cancel an unexecuted order. However, deals shown to be pending on ARIA IP are not real time as there is a slight delay between the order being executed and it then being removed from the list of pending deals. Therefore, if an order is pending and your Adviser instructs us to cancel that order, if it has already been executed by us, then they will not be able to cancel the instruction as it will be placed with the Fund Manager. Your Adviser must instruct us to buy or sell as appropriate and you may not get back the original value of your investment.

3.8. You and your Adviser agree that you will monitor your Account and report to us immediately any errors you believe exist on your Account (for example, instructions not executed, incorrect trades, Transfers, valuations or deductions from your Account). The cost of errors identified after 14 days from the original instruction may not be accepted by ARIA IP. Your Account is available for inspection online at all times and you will receive quarterly Valuation Statements.

3.9. Neither you or your Adviser will take advantage Market Timing Activities and will act in good faith to assist ARIA IP in preventing any detriment to investors from such activities.

3.10. If your Account is in deficit for any reason, you warrant to provide additional Cash to clear the negative balance immediately.

3.11. You are required to read through and make yourself familiar with all of the relevant materials connected to any relevant Model Portfolio or individual Securities you are considering for investment before you or your Adviser instruct us to make purchases on your behalf. This material may include Key Facts, simplified prospectuses and Key Investor Information Documents. They are all available from your Adviser or from the investment provider.

Electronic Signatures

3.12 For certain documents and instructions including the ARIA IP Platform Account Agreement Form, we are able to accept an original wet signature, or an electronic signature provided via one of our approved providers and accompanied by the relevant certification (this will be provided to us by your adviser). If we are unable to accept your electronic signature for any reason we will let your adviser know.

If you choose to sign your ARIA IP Platform Account Agreement Form electronically, then any future request to change the bank account details we hold for you will be subject to verification checks which will include electronic validation of your bank details. If we are unable to validate your bank details in this way, it will be necessary for us to complete additional verification checks or to ask you

to provide supporting evidence. We will not accept responsibility for delays caused by such verification checks, which are in place for your security.

In the event that you sign your ARIA IP Platform Account Agreement Form electronically but later provide us with an original wet signature in order to place instructions we will need you to provide evidence to verify this signature (such as a copy of your driving licence) or for you to provide a sample signature verified by your adviser.

4. Your agreement with Your Financial Adviser

4.1. ARIA IP service is exclusively available through Financial Advisers who have registered with us to use ARIA IP. We reserve the right to reject an application from an Adviser to use ARIA IP or to restrict ongoing access, for any reason at our sole discretion.

4.2. You must agree with your Financial Adviser whether you wish to make the investment decisions (Advisory or Execution- Only basis) or whether you will delegate those decisions to a Model Portfolio Manager or DFM (Discretionary basis). In any event, we will take instructions only from your Adviser.

4.3. Where your Account and investments are managed on a Discretionary basis, you will agree the investment strategy and risk profile with your Adviser. Responsibility for selecting and appointing a nominated intermediary such as a Model Portfolio Manager or DFM to make investment decisions, and for monitoring the performance and ongoing suitability of those investment decisions or nominated intermediary rests with you and your Adviser.

4.4. Where any transactions are made on an Execution Only basis, the responsibility for the decisions and monitoring performance rests with you, even if your Adviser places the transaction on your behalf.

4.5. You are responsible for agreeing any advice or ongoing service fees with your Adviser, and whether or not they are charged on an amortised basis as an 'Authorised Distribution Fee' therefore bringing a Redemption Penalty and Redemption Penalty Period.

4.6. In accordance with regulatory requirements, your Adviser will provide you with an Ex Ante Costs and Charges disclosure. This must include information relating to both investment and ancillary services, including the cost of advice where relevant, the cost of the investment(s) recommended, and any third-party provider costs.

4.7. You retain the right to cease using the services of your Adviser and stop the payment of on-going service or management based adviser remuneration. You must advise ARIA IP directly in writing if Adviser remuneration is to be stopped. ARIA IP will notify the Adviser concerned and will amend the Account charges.

5. If You Change Your Financial Adviser

5.1. If you change Adviser, you must notify us immediately. Any new Adviser appointed by you must sign Terms of Business with us before they will be able to gain access to administer and control your Account via ARIA IP. We retain the right to decline any application from any Adviser for any reason and at our sole discretion.

5.2. Where your Adviser moves from one regulated entity to another or where an Adviser wishes to direct your charges to another legal entity you must notify us immediately. ARIA IP will require your express instruction. If the new firm does not already have a contract in place to access the ARIA IP, they may apply to us in order to gain access to administer and control your Account, and their access to your Account via the ARIA IP will be restricted until such a contract is in place with their new firm. We retain the right to decline any application from any firm for any reason and at our sole discretion.

5.3. ARIA IP is not automatically available to all financial advisers and operates a thorough due diligence process to ensure only the highest quality firms have access to our respected platform. As a result, not all applicants will be successful. We retain the right to decline any new application from any firm, for any reason, and at our sole discretion.

5.4. ARIA IP are unable to support more than one servicing Adviser being appointed by you at any time, should any such request be received we will contact you to obtain clarification.

5.5. Where your Adviser has negotiated a discounted Platform Fee on your behalf, and you appoint a new Adviser, you will no longer benefit from the same discounted rate and will revert to our standard Platform Fee.

5.6. Where you do not have a relationship with an Adviser, we will treat you as a Non-Advised Customer.

If you appoint an external adviser

5.7. You acknowledge that if you appoint an External Adviser, ARIA will have no direct contractual relationship with that External Adviser, and the External Adviser will have no access to ARIA IP. We will require your explicit authorisation to accept instructions from them and to disclose your personal information to them in their capacity as your Adviser.

6. Vulnerable Clients

ARIA IP has a duty and a commitment to treat all of our Customers fairly as individuals, and in the case of Vulnerable Customers this may require a tailored approach. We have a policy in place to ensure that Vulnerable Customers are treated fairly and that we are able to be flexible in our responses, to ensure the best Customer outcome in all cases.

7. Account Funding

7.1 All payment made of your ARIA IP Account must include your ARIA IP Account number must be provided in order for us to allocate Cash receipts in a timely manner. Failure to provide these may result in a delay to the investment or the Cash being returned. Your

ARIA IP Account Number should be included as the payment reference for electronic payments. Failure to provide these details may result in a delay to the investment or the Cash being returned

7.2 Where you have provided all of the details required to allocate funds, funding will be applied to your Account within 5 business days

7.3 All payments submitted for business must be from your personal bank account or your Adviser's Client Money bank account or your Third Party Product Account provider's bank account. We are unable to accept payments from other third parties.

7.4 In instances where a payment to your Account is unpaid for any reason, we will not be liable for any loss or expense you incur as a result

7.5 As a result of UK Anti-Money Laundering Regulations, additional documentation may be required in order to verify your identity or the source of your wealth and/or funds, either by Third-Party Product Account providers or by ARIA at our sole discretion. Consequently, your investment may be delayed until such documentation is received and ARIA shall not be liable for any loss incurred by you or your adviser as the result of such a delay.

7.6 In the case of Discretionary Accounts linked to a Model Portfolio, contributions of £100 or more made to the Account will be automatically invested into the Model Portfolio. Contributions made into Accounts not linked to a Model Portfolio will not be automatically invested. It is the responsibility of you or your Adviser to monitor your Account and to ensure that contributions are invested as intended once cleared Cash is available in the Account

8. Joint Accounts

8.1. A Joint Account is an Account opened on ARIA IP which is held in the name of two or more Customers, of which each is a signatory.

8.2. A Joint Account opened on ARIA IP can have a maximum of 4 signatories.

8.3. All Accounts holders included in the Application must sign the Customer Declaration.

8.4. Joint Accounts are not available for all Wrapper Types, for example ISAs, SIPP's and some Third-Party Product Accounts may not be held in joint names.

8.5. The Account has a Primary Holder who is the first signatory on the ARIA IP Account Application.

8.6. Unless directed otherwise, the Primary Holder will be the sole recipient for all communications including Valuation Statements.

8.7. Instructions to pay Cash or transfer Assets away from the Joint Account must be in writing signed by all Account holders.

8.8. Where the Assets held within a Joint Account are paid or transferred away to the Joint Account holders individually, this may result in a residual holding in Cash or Investment units or shares which cannot be divided equally between the joint holders, for example one penny. Any such indivisible units in Cash or Assets will be credited:

- a. to the Account holder with the largest holding; or
- b. if the Account holders' holdings are equal, to the Primary Holder.

8.9. On the death of one of the Account holder's (as evidenced by a Death Certificate), all of the Assets will be moved from the Joint Account into a new Account in the name of the surviving Account Holder(s). The surviving Account holder(s) will be required to complete a new Account Application whereby a new Account number will be issued.

8.10. The Primary Holder is liable for any debts, fees or legal responsibilities for the Account. Power of Attorney Protection Orders will be accepted if evidenced by appropriate documentation.

9. Legal Entity Identifier(s) (LEIs)

9.1. An LEI will be required for a legal entity investing into reportable assets on the platform. LEIs can be obtained from the London Stock Exchange: www2.londonstockexchange.com/register-for-lei, If you are unsure whether you are required to obtain one you should speak to your Adviser.

9.2. Once you have obtained an LEI it is your responsibility If you are unsure whether you are required to obtain one you should speak to your Adviser. to ensure that your subscription is renewed annually in advance of its expiration date. Failure to do this may lead to your Account ceasing to operate fully. Should there be any losses incurred as a result of such a failure ARIA IP will accept no liability.

9.3. Please contact your Adviser if you require further information on LEIs.

10. Cash And Client Money

10.1. ARIA IP Customer Money Bank Accounts are designated as client money trust accounts as defined by the Regulations. All Client account money is segregated from monies belonging to ARIA IP.

10.2. You will receive the interest on your GBP Currency balance held in the SEI Customer Money Bank Account received at a rate of 0.50% below Bank of England Base Rate, where this results in a negative rate SEI will not charge interest and the rate will be nil. No interest will be earned on money held in foreign currencies. It is important to note that the client record keeping system automatically calculates the rate of interest earned based on the rate above, however, from time to time, there will be minimal difference between the interest earned at the Bank and the interest paid to you and the custodian will retain this difference. We are happy to provide further details of this process upon request.

10.3. Interest on Cash deposits held will be credited to your Account on a gross basis. You will be responsible for including any interest in your annual tax return and making any higher tax rate payment if appropriate.

10.4. Some Fund Managers will only accept Fund purchases or sales to the nearest whole unit or share. In such circumstances there may be small residual amounts of Cash which will be retained within your Account. If through the automated Strategy Portfolio transactions on the system a trade is too small and rejected in the market, ARIA IP will notify your Adviser and rely on them to take appropriate action.

10.5. You are required to maintain at least 2% of all Assets held in each Account in the form of Cash to meet charges, Adviser remuneration and withdrawals. Where insufficient Cash is held to cover such charges and withdrawals, ARIA IP may raise Cash in accordance with the Model Portfolio if applicable or may require your Adviser to raise Cash.

10.6. ARIA will deduct charges and other remuneration detailed in the ARIA IP Charges Schedule from the Account in which the Asset(s) generating the charges and other remuneration are held unless, subject to Wrapper-specific restrictions, you or your Adviser has instructed us to apply such charges to another Account.

10.7. For a detailed description of the charging process outlined above, please refer to the ARIA IP Charges Section and applicable Fee Schedule for more information.

10.8. Your Cash is always held separately from our company money and from the money of SEI and those with whom we place the Cash. Your Cash will be held in designated Customer Money Bank Accounts, established under trust in accordance with the FCA's Client Asset Sourcebook (CASS). As such, should ARIA IP, Fusion Wealth or SEI fail financially, your Cash and Assets will remain yours and any administrator will be obliged to return them to you as part of the wind down process. Should there be any shortfall, your Cash held in a UK Customer Money Bank Account would be covered by the Financial Service Compensation Scheme (FSCS) up to the scheme limit, currently £85,000 per eligible claimant.

10.9. Should any Bank holding Customer Money in a Customer Money Bank Account for ARIA IP, Fusion Wealth or SEI fail, Customer Money would be segregated from the money of the Bank meaning that it could not be used to cover the Bank's debts. Should there be any shortfall, your Cash held in a UK Customer Money Bank Account would be covered by the Financial Service Compensation Scheme (FSCS) up to the scheme limit, currently £85,000 per eligible claimant.

11. Safe custody of Customer Assets

11.1 ARIA IP and Fusion Wealth arranges for safe custody of your Assets. SEI Investments (Europe) Limited whose registered address is 1st Floor Alphabeta, 14-18 Finsbury Square, London, EC2A 1BR, United Kingdom is currently the appointed Custodian.

11.2 Title to all Securities held for you shall be held by a Nominee appointed by ARIA or to its order. Currently this is SEI Global Nominee Ltd whose registered address is 1st Floor Alphabeta, 14-18 Finsbury Square, London, EC2A 1BR, United Kingdom. Fusion Wealth reserves the right to change the structure of its Nominee account with due notice to you.

11.3 Subject to the Regulations, you authorise us to direct and instruct our Nominee to discharge our responsibilities under these Terms and Conditions. We are responsible for the acts and omissions of our Nominee. Our Nominee is not an authorised person under the Financial Services and Markets Act 2000; it can only hold Securities and does not carry on business in its own right.

11.4 Whilst all Securities on ARIA IP shall be held in the name of SEI Global Nominee Ltd to its order, you, or the Third-Party Product Account provider as applicable, will remain the beneficial owner of all such Securities at all times.

11.5 SEI Global Nominee Ltd is a separate company from ARIA, Fusion Wealth Limited and SEI Investments (Europe) Limited that has no liabilities and its function is to ensure that your Assets are safely segregated from the assets of both Fusion Wealth and SEI Investments (Europe) Limited. Your Assets cannot be used to cover the debts of any firm.

11.6 ARIA, Fusion Wealth Limited and SEI Investments (Europe) Limited may not lend the documents of title to any third-party or borrow money against the security of such documents of title or the equivalent electronic record.

11.7 For further information on the custody arrangements for your Assets, see Sections 7 and 8. Please ask your Adviser if you have any questions.

12. Securities On The ARIA Investment Platform

12.1 ARIA IP reserves the right to add and remove Securities from the ARIA IP. We may do this for a number of reasons that include, but are not limited to, Securities becoming de-listed from the Market, Securities changing their tax status or Securities becoming disallowed from an ISA regime.

12.2 ARIA IP may, in its absolute discretion, refuse to accept any orders or other instruction for your Account(s). We will always advise you of this decision and the reason for it unless precluded from doing so due to legal or regulatory constraints.

12.3 ARIA IP has a limited due diligence policy on the securities admitted to the ARIA IP Platform. The presence of a Security on the ARIA IP does not imply an audit or endorsement by ARIA IP of that Security. ARIA IP does not give advice about the suitability of a Security for investment to anyone at any time. Selection of a Security is the whole responsibility and risk of you and/ or your Adviser.

12.4 Some Securities on the platform are dual priced. The price that we trade at for these Securities fluctuates between the stated values and may be different to the price as listed on the funds list. It is your and your Adviser's responsibility to research the pricing of any Securities you select.

12.5 Some Securities on the platform will have initial charges, or bid-offer spreads. We are responsible for advising you or your Adviser of any such charges, and you accept you and your Adviser will have reviewed all relevant documentation and literature to any specific Security invested before having done so.

13. Investments

- 13.1. The purchase of Securities within ARIA IP is undertaken only on the instructions of your Adviser on your behalf. All instructions will be actioned by ARIA IP on an execution only basis..
- 13.2. When selecting a fund to invest in, you must read and understand the detailed information provided by the Fund Manager about that fund(s) or Portfolio Strategies, or Discretionary Fund Management portfolios, before you proceed to invest.
- 13.3 Should the Fund Manager of an eligible UK Fund in which you hold Shares or Units fail financially then your investment will be covered up to the scheme limit, currently £85,000 per eligible claimant per Fund Manager. Please refer to the relevant Fund prospectus to establish whether a specific Fund is eligible to be covered by the FSCS.
- 13.3. You must have sufficient Cash available in your Account in order for a trade to be executed on your behalf. Transactions will only be settled by cash held within your Account.
- 13.4 ARIA IP will not deal in suspended Securities or options, accept short positions or undertake stock lending
- 13.4. You agree that your Adviser and/or Model Portfolio Manager and/or DFM appointed by you is duly authorised to provide ARIA IP with investment instructions on your behalf and that the Adviser and/ or Model Portfolio Manager and/or DFM is, where appropriate, authorised to provide such instructions under the Regulations. Specifically, you will only permit your Adviser and/or Model Portfolio Manager and/or DFM to place orders on your behalf without express agreement to each deal where an appropriate Investment Management Agreement is in place as required by the FCA.
- 13.5. Where a discretionary investment management investment management agreement with a Nominated Intermediary is in place, you authorize ARIA IP to pass personal information about you and your Account to the Nominated Intermediary as applicable in order for them to provide appropriate investment advice or discretionary investment management services.
- 13.6. Where you have agreed that your Adviser can place instructions on your behalf and/or relevant Investment Management Agreement exists between you and/or your Adviser and Model Portfolio Manager or DFM to place instructions on your behalf, ARIA will not be responsible for instructions placed by your Adviser, model Portfolio Manager or DFM which have been made without explicit authority,
- 13.7. ARIA does not currently support trading in non-electronic Securities. In the event that a Model Portfolio Manager or DFM attempt to purchase such a Security within a Model Portfolio we would be unable to execute this trade and we would not be held liable for any losses or costs incurred as a result.
- 13.8. We will not take instructions for Stop Loss or Limit Orders. We will not be responsible for any loss or expenses incurred if you or Adviser attempts to submit such an instruction.
- 13.9. Some Fund Managers may automatically correct their own pricing errors and not inform ARIA IP if it is below 0.5% of the fund value. There may be some occasions when you redeem at the erroneous price and the Fund Manager will not correct the price.
- 13.10. Some orders may be aggregated, and a bulked deal placed with the market.. Please see our Best Execution Policy for more information about order aggregation.
- 13.11. Contract Notes will be issued automatically for Execution Only and Advisory Accounts., Contract Notes will not be automatically issued for Discretionary Accounts. Should you require a Contract Note for a transaction on your Discretionary Account, this can be requested from us via your Adviser. Contract Notes will also be stored on your Account on the ARIA IP. You may request a copy from your Adviser. For Joint Accounts the Contract Note will always be stored in the name of the first Account holder. Additional copies can be sent on your specific instruction and an additional charge will apply. Please see the ARIA IP Charges Schedule for more information.
- 13.12. We reserve the right to cancel a transaction without notice where we believe there is sufficient justification. This may include circumstances where we are requested to do so by our counter party or the relevant Exchange, or where we believe you have submitted duplicate or repeated instructions to take advantage of any market limitations or restrictions, or where the transaction may be unlawful, unreasonable or where you may not be acting in good faith. We will not be liable for any loss or expense you incur as a result of the cancellation of a transaction in such circumstances. If multiple trades are processed we will apply charges separately to each deal.
- 13.13. Levels of trading are actively monitored and we may refuse to accept instructions from or on behalf of anyone who is considered to have a history of short-term or excessive trading or whose trading has been disruptive.
- 13.14. You are not permitted to trade to take advantage of Market Timing. You authorise us to discuss suspected Market Timing activity with Fund Managers and their Advisers.

14. Portfolio Strategies

The following terms will apply to the Portfolio Strategies on ARIA IP:

- 14.1. Investment Approach: The portfolios will consist of the following types of investment: Unit Trusts, Open Ended Investment Companies and other Mutual Funds, Exchange Traded Funds or Shares in collective vehicles listed on the London Stock Exchange, traded on Alternative Investment Market or any other recognised or designated investment exchange.
- 14.2. Cash or Cash funds: You understand that each portfolio will reflect a Portfolio Strategy constructed in our opinion to meet a chosen risk profile.
- 14.3. The actual investments acquired and the proportions held will be derived from this Portfolio Strategy. This means that those customers with the same investment acceptance of risk will generally hold the same investments in the same proportions, other than some variation in proportions due to timing issues and movements in prices. A Portfolio Strategy is a portfolio made up of

investments in the proportion that we believe will deliver the required investment exposure in line with your chosen risk profile. This means that when you place new money into the Service, purchases of investments will be undertaken in line with the target Portfolio Strategy allocation.

Please note that may mean that not all of any subsequent subscription is invested into investments, as the 'cash allocation' within the Portfolio Strategy is below targeted allocation.

14.4. Occasionally, shortly afterwards, our research and screening process may register that an investment should be removed from the Portfolio Strategy. Consequently, a recently acquired investment may be sold. ARIA will have absolute discretion over any decisions in relation to corporate actions that may occur on assets within your Portfolio Strategy.

14.5. Any performance level or benchmark which we may use as a measure of performance in relation to any particular portfolio is set only as an illustration or non-binding indication of our performance and is not a representation or warranty that the performance level or benchmark selected will be achieved.

14.6. Risk Parameters: ARIA will use best endeavours to manage your Portfolio Strategy in accordance with your selected risk profile. Risk and performance will be considered on the basis of the Portfolio Strategy as a whole and not each individual investment in the Portfolio Strategy. Although we will exercise reasonable skill, care and diligence in attempting in managing your portfolio in accordance with a given risk profile, we would remind you that carrying out investment activities is not risk free even where investments are presented as "Low Risk Investments" and would particularly bring to your attention that portfolio values, and the income produced by them, may fall as well as rise and that you may not get back what you have invested. Furthermore, past performance is not a guide to future returns. Higher volatility funds may be subject to sudden and large falls in value and your capital is at risk. The law regarding Investments may be subject to change and you should be aware that circumstances and benefits may change due to Governmental Practice and Policy. Whilst absolute return investing targets returns which offer lower volatility, you recognise and accept that this may involve more sophisticated investment techniques and returns are not guaranteed nor is it guaranteed that those returns ultimately realised will be of lower volatility than might be expected of a given risk profile.

14.7. Restrictions on types of investment: This service does not provide the opportunity for you to be able to state restrictions on what or where the assets are invested – this is the nature of a Portfolio Strategy service. If you wish to have more involvement in investment selection, you would need to consider an Execution Only service.

14.8. Personal Taxation: Taxation is personal, complex and subject to change. ARIA accepts no liability for the tax consequences of advice provided or stemming from actions undertaken on discretionary managed accounts. Your capital gains tax position will NOT be considered by ARIA in the course of providing the Portfolio Strategy Service. ARIA will not be liable for any taxation on gains created as a result of rebalancing your portfolio. You must tell us without delay of any change to your residency or citizenship status. You must also provide any information concerning your identity or affairs that we may from time to time reasonably request. If we believe you are required to report your income or may be subject to tax in another country, it may be obligatory for us to share information about your Account(s) with the UK's and/or other countries' tax authorities. In such circumstances we may be required to disclose this information about your Account(s) either directly to the respective overseas tax authority or to the UK's tax authority who may share that information with the appropriate overseas tax authorities. To facilitate any such reporting we may request additional information from you. If you do not provide any requested information within a reasonable time or within any stated deadline, we may be obliged by the law and/or regulations governing us to withhold all or parts of any specified receipts into your account. Any withheld amounts may have to be passed on to the UK's or relevant overseas tax authorities.

We will only do this where we believe, in our absolute discretion, that we are required to do so by our governing laws and/ or regulations.

14.9. Charges to Portfolio Strategies will include re-balancing and re-aligning portfolios, maintaining the cash balance and managing the investment methodology, all of which may result in changes to the investments you hold.

14.10. Our charges will be applicable in the event of your not having an Adviser and will be subject to future change by notification in writing. Please refer to the ARIA IP Charges section and applicable Fee Schedule.

14.11. You warrant to notify us immediately if there is any material change to your circumstances that would affect your attitude to risk or eligibility to access the products or funds held.

14.12. You confirm that you have taken independent financial advice in relation to the suitability and appropriateness of the service and/or any investments within our Portfolio Strategies for your investment needs. We do not carry out any assessment on the suitability or appropriateness of the service for you.

14.13. Where ARIA IP offers access to Portfolio Strategies that are advised by our Investment Research Partners, we are not responsible for the selection of the underlying investments. We accept no responsibility for the performance or any suitability or appropriateness of Portfolio Strategies advised by Investment Research Partners. For the avoidance of doubt, we do not offer any warranty or undertaking that is given by us as to the performance or profitability of the Portfolio Strategies, or any investments, cash or other property forming part of, or constituting, the Portfolio Strategies, offered by ARIA IP, Third Party DFMs, or Investment Research Partners.

14.14. In the event that you cease the services of an investment adviser, we reserve the right to terminate the provision of the service or charge an additional fee as per the ARIA IP Terms and Conditions.

14.15. We recognise that your investment objectives may change from time to time. Subject to you notifying us in writing at any time of your desire to change your risk profile, and subject to any periodical review, the risk profile in the Application is considered by you to be fair and reasonable based on the information provided to us. Any change in risk profile needs to be provided in writing and we may require further information from you and/or your Financial Adviser before any change is implemented.

14.16. You agree to provide us with full discretion to make purchases and sales of investments in any market on your behalf as your agent, and otherwise act at our discretion in accordance with the Portfolio Strategy selected, and charges as detailed within the relevant fee schedule will be applied.

14.17. You agree to keep the Account funded with a minimum of £15,000 or currency equivalent. In the event that the figure falls below that amount we may, in our discretion, cease to provide you with our Portfolio Strategy service as the size of account is no longer suitable for such a service. We have a range of risk profiled single strategy portfolio which we have full discretion to change the account to in the event that the level of assets falls below £15,000. In doing so we will ensure that the single strategy portfolio matches the risk profile selected by you.

14.18. You are aware that within our Portfolio Strategy there shall be no restriction on the amount invested in any one investment, or on the proportion of the portfolio in any one investment, or on any particular type of investment, or currency, or on the markets on which transactions are effected. You are also aware that our Portfolio Strategy may use our own internal funds, and as a result we may earn a fee from such investments, including performance fees.

14.19. Your portfolio may be subject to a Redemption Penalty in the event that an Authorised Distribution Fee, or a deferred commission or deferred sales charge or fee is paid to your Financial Adviser, and the portfolio is within the Redemption Penalty Period. Such commission or fee will only be paid to an adviser on receipt of a signed fee schedule which we will treat as your confirmation of the deferred commission or sales charge to be paid. Please refer to the relevant Fee Schedule or Latitude Terms & Conditions for more information.

15. Appropriateness and suitability of your investments

15.1 We do not assess the suitability or appropriateness of your chosen investments.

15.2 We will assume that your Adviser is suitably qualified to understand the products and Securities that you are choosing to invest in, and that they have assessed the suitability and appropriateness of those products and Securities.

15.3 If you wish to invest in a Security that we consider, at our discretion, to be a 'complex financial instrument' under the Markets in Financial Instruments Directive (MiFID) classification and the FCA's Conduct of Business Rules, we may require your Adviser to make a declaration stating that they have undertaken the necessary appropriateness assessment and deem the instrument to be appropriate for you.

16. Errors and Corrections

16.1 Where a processing error is noticed and requires correction by ARIA we will take the necessary steps to amend the Account as required. This will typically be to amend the holdings so that the original request or instruction is applied as if done from outset. Redress will be considered if ARIA is deemed responsible for any losses suffered and this will be paid by crediting the Account. Where an error results in a financial gain, the Account will continue to be corrected back to the intended position and gains will be retained by ARIA.

16.2 Details of corrective action will be provided to your Adviser or Model Portfolio Manager or DFM. ARIA will not be deemed responsible for losses suffered if we have acted in good faith according to instructions given. Where any ambiguity is apparent or instructions are incomplete or provided by an unauthorised individual or are received via an unacceptable medium, ARIA will not accept any liability.

17 Fees, Charges And Expenses

17.1 Our fees and charges are set out in the ARIA IP Charges section and applicable Fee Schedule. Should our charges change, we will contact you or your Adviser at the earliest opportunity. This will not affect any of your rights to withdraw from the contract.

17.2 Where instructed to do so, we will make remuneration payments to your Adviser which he/she should disclose to you. Please see Section 'Your Agreement with your Financial Adviser' for more details, including Authorised Distribution Fees.

17.3 Charges will be taken from your Account as soon as Cash is available on your Account to pay them.

17.4 If the holding in your ARIA IP Account is very small, you should be aware that the fees charged may be disproportionate to the holding value.

17.5 If there is insufficient Cash in the Account to cover fees, we reserve the right to sell Securities. Where your Account is linked to a Model Portfolio, trades will be generated automatically by the system. Where there is no Model Portfolio assigned to an Account we will contact your Adviser and ask them to sell Securities in order to raise sufficient Cash to cover the fees chargeable.

17.6 No consent is required from you to sell Securities within your Account to cover fees or charges.

17.7 Dealing in Exchange Traded Instruments will be subject to trading fees, Any trading Fees paid on your trades will be disclosed to you on the Contract Note made available after each transaction within an Advisory or Execution-Only Account or on quarterly Valuation Statements for Portfolio Strategy Accounts. Other charges will be shown on your Valuation Statements. Please refer to the ARIA IP Charges Schedule for further details.

17.8 The Fund Manager of each Fund in your Account may receive an initial charge, an Annual Management Charge and other fees. Charges or expenses properly payable to them are usually paid out of the assets of that Fund.

17.9 Any third-parties involved in the provision, administration or management of your Account such as Third Party Product Account providers, Model Portfolio Managers or DFM, may also receive fees, charges and expenses. You should refer to the ARIA IP Charges Schedule, or to the literature of the relevant TPPA provider for full details of the charges which may be applied to your Account.

17.10 All fees charges and remuneration which we deduct will be reflected on your quarterly Valuation Statement every quarter. There may be extra charges for services that have been agreed with you about which we are unaware. You are advised to consult your Adviser or Third-Party Product Account provider to understand your full charges and fees.

17.11 Occasionally a sale of an investment will need to be adjusted after a trade has been executed. For example, a Fund Manager may apply a Dilution Levy to the withdrawal from a Fund. This is a re-calculation of the impact of that sale on the overall value of a Fund. Under these conditions, we will contact you or your Adviser to explain any such further charges being applied.

17.12 We place any Cash you hold with us with HSBC, a panel of Banks and other regulated deposit takers to gain interest on your behalf. We reserve the right to take a margin on that interest. Please refer to Section Cash and Customer Money for more information.

18 Best Execution Policy

ARIA IP takes all reasonable steps to obtain the best possible result when orders to buy or sell are transmitted for execution on behalf of Customers. Please see our Best Execution Policy for more information.

19 Timings

All instructions received through ARIA IP must be submitted by 3.30pm for dealing on the next available trading day. Any instructions received after 3.30pm may be carried out on the next available trading day or if this is not possible, the subsequent trading day.

20 Conflicts Of Interest Policy

ARIA IP applies a Conflicts of Interest Policy under which conflicts are managed with a view to minimising the risk of detriment to investors. Please see our Conflicts of Interest Policy for more information.

21 Company Meetings, Communications And Corporate Actions

21.1 Where you have appointed a Model Portfolio Manager or Adviser or DFM, all communications regarding Corporate Actions will only be sent to that Model Portfolio Manager or DFM or to your Adviser as applicable. Where you do not have an Adviser, we will communicate directly with you and the default option will apply.

21.2 Where we are aware of a Corporate Action event requiring election, we will contact your Adviser, or Model Portfolio Manager or DFM (as applicable) in writing detailing your election options. If we do not receive a response on your behalf prior to the election deadline, the default option stated by the 'company's registrar' or the Fund Manager will apply, which we would have outlined to your adviser or DFM. Where a Corporate Action does not require an election from you, we will not normally contact your adviser or Model Portfolio Manager DFM in respect of such events.

21.3 If an election made by you, your adviser or a Model Portfolio Manager DFM requires additional payment and it is not available in the Cash Account, then this must be provided to ARIA IP and received in the form of cleared cash prior to the election deadline, otherwise the default election will be exercised by ARIA IP.

21.4 In the event that the stock purchased by way of a Corporate Action is unacceptable for ARIA IP to hold in the nominee account (e.g. it is a foreign stock, an unquoted stock or an unauthorised Unit Trust or OEIC), we may not be able to complete the transaction and will not be liable for investment losses suffered as a result of the incomplete purchase.

21.5 ARIA IP will not, as a matter of course forward Company reports that detail the performance and other information relating to your investment. These should be obtained from your Adviser.

21.6 ARIA IP will not normally contact your Adviser, Model Portfolio Manager or Discretionary Fund Manager regarding proxy voting, company meetings or Annual General Meeting (AGM) attendance arising from your stock holdings. If you wish to attend share, security or unit holding meetings to vote if applicable, you should contact your Adviser. Your Adviser will also be able to advise you of any associated charges.

21.7 ARIA IP is unable to pass on to you any shareholder perks which may attach to Securities held by you.

21.8 Certain Corporate Actions (e.g. consolidations) result in fractional allocations of shares and/or cash distributions. For example, if a corporate distribution applies 1 share for every 10 held, this may result in your receiving fractions of a share, or cash in lieu of those fractional shares.

21.9 ARIA IP will notify your adviser in writing if we become aware of changes to funds held, including charges, notices of fund closure, etc.

22 Dividends And Other Distributions

22.1 You authorise ARIA IP to collect on your behalf all dividend or other corporate distributions in respect of Securities held within your ARIA IP Account.

22.2 Due to the complexity of the tax regimes in other countries, ARIA will not, as a general rule, reclaim tax credits on dividends or other Income on foreign Securities.

22.3 If you receive savings Income from ARIA and you live in a prescribed, relevant or other territory (as prescribed by the Directive 2014/107 EU which introduced common standard reporting, ARIA will complete the relevant reporting to HMRC).

22.4 We receive Income both gross and net of tax. We will pass it on to you as we receive it.

23 Transfers To Your ARIA IP Account

23.1 ARIA IP reserves the right to refuse to accept any Security which is not a UK authorised Unit Trust or OEIC, an equity not listed or dealt on a recognised Exchange, and unquoted shares in private companies.

23.2 ARIA IP will accept the transfer of cash, and acceptable Securities into your ARIA IP Account where the respective product rules allow.

23.3 In Specie transfers and Cash transfers to your ARIA IP Account will be free of charge. Please note that a charge may be levied by the previous provider. You should contact them directly for more information.

23.4 ARIA IP reserves the right to charge you a fee to recover any further re-registration or other costs incurred in the process of transferring and re-registering a Security into your Accounts.

24 Transfers From Your ARIA IP Account

24.1 Subject to any product-specific restrictions, we will accept Transfers of Cash and acceptable Securities into your ARIA Investment Platform Account.

24.2 Where you request a Cash Transfer you should be aware that there may be possible tax implications related to selling your Securities, and a risk of exposure to market movement while your Cash is not invested. Please ask your Adviser if you have any questions.

24.3 It is only possible to Transfer Shares or Units in an Available Scheme, meaning that the Units or Shares to be transferred are available for investment via both the Ceding Platform and the ARIA Investment Platform (the Receiving Platform).

24.4 Where the Securities to be transferred to the ARIA Investment Platform are not in an Available Scheme it may be possible for the Ceding Provider to undertake a share class conversion prior to transfer in order to convert the Securities to an Available Scheme. Where you request an In Specie transfer of Shares or Units which are not available for investment on the ARIA Investment Platform, we will notify your Adviser and seek their instructions.

24.5 It is your Adviser's or Model Portfolio Manager's or DFM's responsibility to select the most appropriate share class for you to hold on the ARIA Investment Platform.

24.6 Where an alternative Discounted Unit Class is available for a Security transferred into an Account linked to a Model Portfolio, the appointed Model Portfolio Manager or DFM will be responsible for selecting the appropriate unit class in which to invest. Please note that if you or your Adviser attempt to undertake a unit class conversion in respect of Accounts linked to a Model Portfolio, this would interfere with the investment management of the Account and could potentially result in unintended dealing and tax implications. Please ask your Adviser if you have any questions.

24.7 ARIA reserves the right to refuse an In Specie Transfer of any Security that cannot be supported or that we deem to be unsuitable for holding on ARIA Investment Platform.

24.8 Where you instruct a Transfer into a ARIA Platform Account linked to a Model Portfolio, any Cash received as part of the Transfer will be automatically invested into the Model Portfolio.

24.9 Where you instruct an In Specie Transfer into an ARIA IP Account linked to a Model Portfolio, any Securities included in the Transfer will be included in the next scheduled or ad hoc Rebalance. This will result in the sale of any Securities which do not form part of the Model Portfolio and may result in unintended dealing or tax implications. Please ask you Adviser if you have any questions.

24.10 Depending on your personal and financial circumstances and your investment objectives, you and your Adviser should consider which method of Transfer is most appropriate for you. There are potential advantages and disadvantages to each method of Transfer, and ARIA will not assess the suitability or appropriateness of your Transfer method, or accept any liability for any delay or loss resulting from your chosen method of Transfer, unless such a delay or loss is the direct result of the action or inaction of ARIA.

24.11 ARIA reserves that right to recover from you any further re-registration or other costs we may incur in the process of transferring and re-registering a Security into your Account.

25 Transfers from your Fusion Wealth Account

25.1 Transfers out of your ARIA Investment Platform Account can be undertaken in Cash or In Specie, following a valid Transfer request being received by us.

25.2 Where you request a Cash Transfer you should be aware that there may be possible tax implications related to selling your Securities, and a risk of exposure to market movement while your Cash is not invested. Please ask your Adviser if you have any questions.

25.3 It is only possible to Transfer Shares or Units in an Available Scheme, meaning that the Units or Shares to be transferred are available for investment via both the ARIA Investment Platform (the Ceding Platform) and the Receiving Platform.

25.4 Where the Securities to be transferred are not in an Available Scheme it may be possible for us to undertake a unit class conversion prior to transfer in order to convert the Securities to an Available Scheme which may then be transferred to the Receiving Platform. Where this is necessary, we will notify your Adviser and seek their instructions.

25.5 You agree that in the event of a Transfer of Cash or Securities from your ARIA IP Account(s) to another provider, you will cease all trading on that Account(s) until the Transfer is complete.

25.6 You agree that withdrawals from your Account will cease with immediate effect following receipt of an instruction to Transfer your Assets out.

26 Settlement

26.1 ARIA IP does not accept negative Account balances in any circumstances. Failure to maintain sufficient Cash to cover a trade will impede the completion of a given transaction.

26.2 It is the responsibility of you and your Adviser to ensure that all money due to us and all documents are received by us in a reasonably sufficient time on or before the contractual settlement date to enable settlement of a transaction that is executed on your behalf. If you do not, the transaction may not be completed.

26.3 ARIA IP will only buy or sell whole shares and will not deal in fractions, but fractional unit trading may be completed for some asset types.

26.4 Settlement of a full or partial redemption from a fund will take place once cleared cash has been received from the external fund manager, usually this will be no later than 10 business days following receipt of all required documentation. Where multiple trades are initiated on a single Account as the result of a Rebalance, the system will generate all buy and sell trades simultaneously and schedule them to settle at the same time, meaning that it is not necessary to wait for all the sale trades to settle before purchases may be initiated. Please note that this may result in some trades within the order set not being placed immediately in order to achieve synchronised settlement dates.

26.5 Settlement of a full or partial redemption within a CREST tradable stock will take place no later than 3 business days following receipt of all required documentation.

26.6 Settlement of a full or partial redemption on Off Market trades will take place once cleared cash has been received from the external broker. Usually this will be no later than 10 business days following receipt of all required documentation.

26.7 Redemptions made shortly after a subscription has been made will only be settled once ARIA IP is sure cleared cash has been received.

26.8 ARIA IP reserves the right to defer settlement where there is a need to fulfill due diligence under FCA or UK Anti-Money Laundering regulations

27 Valuations Statements

27.1 ARIA IP will send a quarterly Valuation Statement to your recorded email or postal address depending on the selection on your ARIA IP Account Application.

27.2 The provision of your platform charge includes electronic delivery of a quarterly Valuation Statement free of charge via secure means. You may choose to receive your quarterly Valuation Statement in a paper format, however this will be subject to an additional charge.

Please refer to the ARIA IP Charges Schedule for full details

27.3 It is your responsibility to check your Valuation Statement and in the event of any queries or concerns to contact your Adviser immediately in the first instance or ARIA IP directly if you do not have an Adviser.

27.4 We reserve the right to correct any erroneous records relating to your Account without prior reference to you.

27.5 Up to date valuations and contract notes may be obtained via your adviser or from ARIA IP directly where you do not have an adviser. Contract Notes will be distributed automatically for Execution Only and Advisory Accounts. Contract Notes are not issued as standard for transactions completed within a Discretionary Account.

27.6 If additional Valuation Statements are required outside the quarterly valuation cycle, then a charge will be applied. Please see the ARIA IP Charges section and applicable Fee Schedule for more information.

27.7 ARIA IP will issue a consolidated tax certificate in either paper or electronic format, every year within 90 days of the end of the previous Tax Year.

27.8 Where ARIA IP via their custody agent are unable to deliver your communications electronically, we reserve the right to send your documentation in the post in order to meet our regulatory obligations. If electronic delivery failure occurs due to ARIA IP's fault you will not be charged. In all other circumstances, the delivery of Valuation Statements in a paper format will be Please refer to the ARIA IP Charges Schedule for full details.

28 Financial Services Compensation Scheme (FSCS)

28.1 We participate in the FSCS. You may be entitled to compensation from the FSCS if we cannot meet our obligations, or an underlying firm through which you hold cash deposits or investments cannot meet their obligations. Accounts in wrappers are subject to compensation in the wrapper jurisdiction should there be one.

28.2 The level of potential compensation available depends on the type of business being conducted. The current retail deposit compensation limit is £85,000 per person per firm and the current investment compensation limit is £85,000 per person per firm. Where you hold cash deposits or investments (including any personal deposits or investments you may also have with a firm independent of this Agreement) in excess of the maximum amount covered with a single firm, further compensation will be dependent on the level of recoveries made by the liquidators during the insolvency process.

28.3 In the unlikely event that ARIA IP fails financially, your cash and assets will remain yours and any Administrator will be obliged to return them to you. Were there to be a shortfall in the total amount of Client money in trust accounts held by the Custodian, you would also share in a proportion of any shortfall. Further details on the protections available and its limitations are available on request or are available from the FSCS, whose address is 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone contact details are 0800 678 1100 or email:enquiries@fscs.org.uk or www.fscs.org.uk

29 Calculation Of Tax On Overseas Securities

29.1 Should you hold overseas Securities, it remains the responsibility of you and/or your Adviser to ensure that you have the correct tax position for your chosen Securities .

29.2 If you are a non-US Person invested in US-based Securities, it is the responsibility of you and your Adviser to ensure that the provider of the Security has the appropriate documentation to avoid the deduction of US tax (e.g. a W-8BEN form signed by you).

29.3 We will distribute income either net or gross as appropriate to the Account Wrapper, and pass it to you as we receive it.

30 In The Event Of Death

30.1 In the event of your death your legal representative(s) should inform ARIA IP as soon as reasonably possible. This notice should include any instructions for the sale of Securities in the GIA wrapper pending the Grant of Probate or Letters of Administration..

30.2 Until we receive the death certificate, we will continue to allow your Adviser and/or DFM to access to your Account and any Model Portfolio linked to your Account will remain in place. After such time the Account will be frozen until Grant of Probate or Letters of Administration are received.

30.3 Following receipt of the death certificate any Model Portfolio linked to your Account (s) will be removed, along with any MPS or DFM Fee (please refer to the ARIA IP Charges Schedule for more information) and all Discretionary investment management of your Account will cease, but we will not dispose of any Securities held.

30.4 This shall not affect any Discretionary transaction initiated prior to the removal of the Model Portfolio in which case all of the terms and conditions of the Discretionary Investment Management Agreement shall apply to such transactions.

30.5 Until the Grant of Probate or Letters of Administration are received there will be no trading undertaken apart from to cover fees and charges that are due where there is insufficient Cash available to cover those fees and charges. Please see the ARIA IP Charges Schedule for more information.

30.6 ARIA IP will not automatically sell the Securities held within the GIA until the Grant of Probate or Letters of Administration are received and we have specific instructions from your legal executor(s). This will mean that the Securities will continue to be exposed to movements in the market and may fall in value as well as rise.

30.7 ARIA IP will cease collection of Adviser fees, MPS Fees and DFM Fees but fees associated with platform services, custody and trading, Third-Party Product Account provider services, and other fees and costs, will still accrue and be collected.

30.8 ARIA IP reserves the right to collect any outstanding account charges due after the date of death and until the closure of the account.

30.9 The procedure for Securities in a TPPA will depend on the respective Third Party Product Account provider's Terms and Conditions and they should be informed of the death as soon as possible.

30.10 ARIA IP will then act on the instructions of the Third Party Product Account Provider.

30.11 For ISAs please refer to Section 9 Terms and Conditions Specific to Individual Savings Accounts (ISAs).

30.12 For joint Accounts, please refer to Paragraphs above on Joint Accounts.

31 Statement Of Liability

31.1 You acknowledge that orders placed using ARIA IP may be sent directly to an Exchange without being viewed by any individual member of ARIA IP staff.

31.2 ARIA IP may also restrict and/or change the hours and time of operation of any of the aspects of ARIA IP at any time. Where reasonably practicable ARIA IP will give advance notice of this but this may not always be possible and/or practical for business reasons.

31.3 ARIA IP will not be liable to you or anyone else for any event which is outside the reasonable control of the parties (expect where such an event relate to or arise as a result reason of the fraud, willful default or negligence of the party seeking to exclude liability) including, without limitation, fire, war or civil unrest, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike or industrial action and/or government regulation but excluding any failure to perform by any sub-contractor and/ or agent of any party (except to the extent an Event of Force Majeure affects such sub-contractor or agent), any strike or industrial action of any Party's employees and/ or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which the relying party operates for the purposes of this Agreement .

31.4 You will be responsible to us and the Nominee for any liability or loss which we or the Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, willful default or fraud on the part of ourselves or the Nominee.

31.5 You are responsible for checking that instructions to us have been executed correctly. You must advise us of any errors made within 14 days of the transaction.

31.6 ARIA IP and related websites contain hypertext links to third Party websites not maintained by ARIA IP. These websites are not endorsed or recommended by ARIA IP and nor are ARIA IP responsible for any information contained on such websites and shall not accept any liability for loss or damage arising from the use of these websites or the reliance on information contained in them. Any links to third party websites are provided solely as a convenience to Account investors and are used at their own risk.

31.7 ARIA IP maintains professional indemnity insurance in respect of its activities and its Customers' assets.

31.8 ARIA IP will exercise all reasonable professional care in the execution of deals and its selection of brokers, banks and other third parties which ARIA IP may from time to time instruct or employ. Accordingly, to the extent that ARIA IP does exercise all reasonable professional care, no liability shall attach to ARIA IP whatsoever arising in respect of any loss or diminution in the value of Securities.

31.9 By accepting these Terms and Conditions you agree to indemnify ARIA IP against all costs, claims, expenses, demands and losses whatsoever that ARIA IP may suffer or incur in exercising our lawful duties and responsibilities in relation to your account. This indemnity will remain in force notwithstanding that you close or transfer your account elsewhere.

31.10 ARIA IP shall not be liable if we fail, interrupt or delay in performing our obligations under these Terms and Conditions or for any losses you incur which are caused by circumstances, or acts or omissions of any person, beyond our reasonable control including, but not limited to, an act of God, fire, industrial disputes, the act or regulations of any Governmental or other body, civil commotion, breakdown, failure or malfunction of any telecommunications or computer equipment or service. Furthermore we shall not be liable for any losses you incur if we fail, interrupt or delay in performing our obligations under this Agreement in order to avoid damage to ARIA IP employees, property or reputation. In such circumstances our obligations shall be suspended pending resolution of the event or state of affairs in question.

31.11 ARIA IP shall not be liable for any error of judgment or financial loss suffered by you unless this directly results from the negligence, fraud or willful default of ARIA IP or from breach of applicable laws and regulations.

31.12 ARIAIP shall not be entitled to be indemnified against the consequences of its own negligence or willful default or any contravention of any provision of the Regulations.

32 Privacy Policy

Personal Data given by you will be controlled by ARIA or its Nominees and used in accordance with ARIA Privacy Policy which may be viewed at <https://www.ariacm.com/privacy-policy/>.

33 Anti-Money Laundering

We have responsibilities under anti money laundering regulations to verify your identity and the source of your wealth, particularly with regard to large or non-standard transactions. We may, at a sole discretion and in accordance with our responsibilities under the Regulations, need to make certain enquiries and obtain certain information from you for that purpose. You warrant that all information you supply, either directly or via your Adviser, will be accurate, and accept that we may need to pass this information to a third party to comply with our reporting requirements.

In order to verify your identity and ensure that you are not a sanctioned individual, we may from time to time and at our sole discretion use third-party providers to complete identity verification checks.

ARIA IP will not be responsible for any delay in investment where we deem additional supporting evidence of your identity and/ or the source of your wealth to be necessary, or where we have requested additional documentation or evidence and this not been provided.

34 Account Maintenance

34.1 If there has been no activity in your Account for a period of at least six years, including any payments on account of charges, interest or similar items, we will write to you and your Adviser at your last known addresses informing you of our intention to treat your Account as "lost".

34.2 If we do not receive a reply from this last known address, we will classify your Account as "lost". We will still pay what is due to you if you subsequently claim payment, but it is not good practice to send statements and other material to an out-of-date address, where someone other than you could try to access the Account or use the correspondence for other fraudulent purposes.

34.3 Should any of your details change (e.g. address, bank account, Adviser) you must inform us immediately by means of a signed letter.

35 Termination By Us

35.1 Subject to our Terms and Conditions, ARIA IP may terminate its role as your platform provider at any time by giving you written notice. At least 30 days' notice will be given and shall be without prejudice to the completion of orders already initiated.

35.2 On termination as your provider, ARIA IP will pay or transfer your Assets to you or to the account of another provider, after the deduction of any outstanding fees or charges payable by you.. Please see the ARIA IP Charges schedule for more information.

35.3 We reserve the right to treat your account as closed if, for any period of twelve consecutive months, no cash or other investments have been held in the Account .

36 Withdrawals, Assignments And Termination By You

36.1 Subject to the Regulations and to the settlement of any outstanding investment product-specific restrictions, to orders(s), any tax liabilities, charges and expenses, you may withdraw or transfer part or all of the cash and Securities by giving written instructions to ARIA IP or your Adviser.

36.2 You may terminate your account by giving written notice to ARIA IP. Such notice will take effect immediately upon receipt of instructions or immediately after the completion of order(s) already initiated. Following settlement of all sales of the Securities held within your account, ARIA IP will transfer the proceeds, less any accrued costs or penalties, plus any residual distributions and

related tax credits to you unless you shall otherwise direct. This will normally be by BACS credit to the bank account advised in your application, or, in the case of a transfer, to your new provider, note we do not make payments to third parties other than Third-Party Product Account providers.

Upon receiving closure instructions, any adviser, MPS or DFM fees will be stopped, however the Account Fee and Custody will be deducted until all assets are transferred out from the account and the account balance is nil.

36.3 Payments resulting from withdrawals from or closure of your Account(s) will usually only be made to the Account holder(s) payment details included on the ARIA Platform Account Application. In some instances, we may agree to pay proceeds to another FCA regulated company or a company who operates a client money account as defined by the Regulations,

36.4 Upon full closure of your Account, any payments subsequently received by us of £1 or less will not be processed and will therefore be retained by ARIA IP, unless the collective balance exceeds £50 (see below).

36.5 If, at the point of account closure, you have a nominal value of either cash or investment units, ARIA IP reserves the right to retain that balance. This will typically be done where the cost of disposal or the charge associated with returning the balance exceeds the value held.

36.6 If, after account closure, we receive financial receipts such as dividends, these will be retained by ARIA where the collective total is below £50. If the total exceeds this threshold, the full amount will be forwarded to the account holder.

37 Discharge of liability

Payment or transfer of Assets to your Nominated Bank Account or chosen provider, or to a Third Party Product Account provider if applicable, or to your Adviser if they are duly authorized to receive and hold client money, discharge of our liability.

38 Cancellation Rights

38.1 You have the right to cancel your Account up to 14 days after you receive our confirmation of its establishment (your "Cooling Off Period"). However, if you have asked us to invest your cash within that Cooling Off Period, you may get back less than you have invested, minus any associated fees, please see the ARIA IP Fee Schedule.

38.2 You may ask us to put your cash as currency for the 14 days of your 'cooling off period', and if you then decide to cancel your account you will receive back the original amount, minus any associated fees, please see the ARIA IP Fee Schedule.

39 Complaints

39.1 If you wish to make a complaint in relation to services provided by ARIA IP, please write to:

Compliance Manager ARIA IP, Ground Floor, Building 2, Guildford Business Park, Guildford, GU2 8XG.

39.2 ARIA IP has a written procedure which is designed to ensure appropriate consideration and proper handling of complaints. Details of the procedure are available upon request and ARIA IP will automatically send a copy when responding to complaints. If you are not satisfied with the manner in which ARIA IP handles a complaint, or remain unhappy with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service ("FOS"). Further information and contact details for the FOS are available on their website at: www.financial-ombudsman.org.uk. Alternatively, you may be able to take civil action regarding your complaint.

40 Record Retention

In accordance with legal and regulatory requirements, ARIA will retain your records for a minimum period of five years, following the termination of any relationship between us. This period may be extended by force of law, regulatory requirement or agreement amongst us.

41 Assignment

This Agreement is personal to you and your personal representatives and you or they may not assign or transfer any rights and obligations inferred. We may assign or novate this Agreement to any person connected with us, to any successor company, or to any purchaser of all or substantially all of our assets or business involved in the performance of this Agreement, on giving written notice to you to that effect.

42 Variation To These Terms And Conditions

ARIA IP reserves the right to amend these Terms and Conditions or make any changes as required by the FCA or HMRC due to revised rules or Regulations or where the need arises due to operational or other charges any changes required as a result of the services being provided in a different manner or via different entities. In the event of any variation or amendment of these Terms and Conditions, ARIA IP, the Custody Agent or the as Custodian will send you written notice of the change, which shall include the date from which the change shall be effective. We will give you at least 30 days notice before making any such material changes. Incidental changes will be notified via an update to our Terms and Conditions available on ARIA IP.

This will not affect your rights to terminate under these Terms and Conditions. Your continued use of the ARIA IP shall constitute your acceptance of any such changes.

43 Notices

Except as otherwise provided, notices to ARIA IP should be sent to us at our Registered Address. Notices to you will be sent to your last known email or address and may be copied to your Adviser. Notices to you will be sent to you via your Adviser, or in writing via the correspondence address or email address stated on your Application or such address as you may subsequently specify to ARIA and may be copied to your Adviser.

44 Illegality

If any provision or term of these Terms and Conditions or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term, provision or part shall be divisible from these Terms and Conditions and shall be deemed to be deleted.

45 Governing Law

This Agreement will be governed by and construed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these Terms and Conditions.

5. ARIA Investment Platform (ARIA IP) Charges

The following schedule of charges applies to the ARIA IP service. Please note this document should be read in conjunction with the ARIA IP Terms and Conditions, and any applicable Fee Schedule which may apply for the services being sought. The frequency with which charges are deducted from the client account is stated in the final column.

Charges	Description	Annual Charge	Frequency of Annual Charge (payment in arrears)
Custody Agent Fee	Applicable on the total value of an ARIA IP account, and is applicable on all securities including funds, equities and bonds. This fee will be debited in GBP. Should your account not hold any cash in GBP then ARIA IP will be required to FX monies into GBP so the Custody Agent Fee can be debited.	Account size up to £500k - 0.30% The next £250k - 0.275% The next £250k - 0.25% The next £500k - 0.23% The portion > £1.5M - 0.20%	Monthly
Platform Charge	Applicable on the total value of an ARIA IP account, and is applicable on all securities including funds, equities and bonds. This charge will also cover any assets which are not custodied on the platform but which are reported on the platform.	0.20%	Monthly

Portfolio Strategy Charges

All Portfolio Service Charges are applied subject to the completion of a signed Fee Schedule applicable for the service. Please refer to the appropriate Fee Schedule for details of the applicable Portfolio Strategy charges.

Account Wrapper and Discretionary Fund Management Charges

All 3rd Party and Discretionary Fund Management Charges are applied subject to agreement with the Product Provider. For ease of reference we have inserted the Annual Fees below for ARIA IP wrappers, however additional charges can apply so please refer to the appropriate Product Provider Key Features, Platform Account Agreement Form and Fee Schedules as applicable.

Wrapper	Description	Fee	Frequency
ARIA IP General Investment Account (GIA)	Provider Annual Fee	£0	N/A
ARIA IP Individual Savings Account (ISA)	Provider Annual Fee	£0	N/A
ARIA IP QROPS Gibraltar	Total Annual Charge including Custody Fee, and Platform Charge	1.25% per annum	Varies*
ARIA IP Latitude (regular saver)	Total Annual Charge including Custody Fee	0.30% per annum	Monthly

* Please refer to ARIA IP QROPS Gibraltar Platform Account Agreement Form for further details.

Other Services Charges*

Transfer in/out of holdings	No charge
Issue of paper based periodic valuations	£50 per annum
Issue of additional copies of paper contract notes	£10 per request
Issue of ad hoc hard copy valuations	£10 per request
Response to accountants or auditors (Charges will vary depending on the nature of the application made)	Minimum £50
Ad hoc requests (Charges will vary depending on the nature of the application made)	Minimum £100

* Please note these charges are standard charges applied to an ARIA IP account. Accounts with Wrappers or which have a DFM associated with them may have additional charges. Please refer to the specific Fee Schedules.

Please refer to your individual account fee schedule for a full list of fees that are applicable to your account.

All Portfolio Strategy Charges are applied subject to a completed Platform Account Agreement Form, in addition to completion of a signed Fee Schedule applicable for the service. Please refer to the appropriate Fee Schedule for details of the applicable Portfolio Strategy charges.

Notes – ARIA Investment Platform Charges

Annual Charge: The annual custody agent fee and platform charge is deducted monthly in arrears. For those clients that do not have an adviser to act on its behalf an additional 0.50% of the assets under administration will be charged to the client account until a new adviser is registered on the platform. Please note that these charges do not apply to Non Custody Assets (such as life and pension policies, property and antiques)

Initial Charges & Transfers: Initial transfers of cash to the Wrap platform will not attract a charge other than those imposed by any third party (please refer to the product providers' terms and conditions).

Fund Switches: A fund switch, including that between two funds provided by the same Fund Manager, is processed as a sale and a purchase, therefore incurring two dealing charges.

Exchange Traded Instruments: These are any financial instruments that are traded on an exchange such as equities, ETFs, corporate bonds and investment trusts.

Notes – Other

Fund Manager Rebates: ARIA IP may receive a rebate from fund managers for centralising and bulking the trading of their funds. Please note that any Fund Manager rebates received will be passed to the cash component of your account.

Cash: Cleared cash in each separate account is credited with interest. ARIA IP intends to maintain cash interest rate differentials to base rate and will normally update interest rates within one week of any base rate change. ARIA IP may sometimes make a margin on the cash held on the platform.

Minimum Cash Balances: In order to pay your Adviser, ARIA IP and any Third party transaction or account fees, the client must maintain at least 2% of the portfolio value as a cash balance in all wrappers subject to a minimum of £50 in total across all accounts. It will be the Adviser's responsibility to ensure that the minimum cash balance is maintained. Should there be insufficient cash to meet the charges ARIA IP will sell investments to pay these charges, even if this incurs redemption penalties or liquidity fees. Sufficient cash will be raised to settle the outstanding charges, therefore please ensure the account is always funded with the minimum amount. Normal dealing charges will apply.

Income: Where a client has elected to take income payments from their account, it will be the Adviser's responsibility to ensure sufficient cash is available to meet the regular payments to the client. The Adviser will be expected to establish sufficient free cash in the client's account on an annual basis to cover all payments for the coming year. Should this not be the case and there is insufficient cash to meet any income drawdown payments when due, ARIA IP will sell sufficient client assets.

VAT: Most charges are VAT exempt but this may be subject to change by HM Revenue & Customs. Ad Hoc Service charges are normally subject to VAT at the prevailing rate. Some Product (Tax Wrapper) charges are also subject to VAT. This is usually the case for SIPP charges. Discretionary Services fees are subject to VAT where applicable.

UK Taxes: ARIA IP Account charges are exclusive of any UK taxes unless otherwise stated.

Adviser Charges: Adviser Charges will be detailed on the Client Application and the applicable Fee Schedule. These charges are shown in the valuation statement to the client and charged separately.

Future Changes: ARIA IP reserves the right to vary its charges upon giving 30 days notice to you and your Adviser.

Other Charges: Other charges may be arranged between a client and their Adviser and are not shown in this document. Any such charges will be detailed on the Applicable Fee schedule.

6. Terms and Conditions of the Custody Agent

The Terms and Conditions in this Section apply in addition to all other Terms and Conditions within this document, to all Customers using Wealth Platform. Wealth Platform access can only be granted by your Adviser and Fusion Wealth does not control the system or access. You will need to refer to your Adviser to arrange access.

Appointment: These Terms take effect between Fusion Wealth and a particular Customer from the point when an application is entered on to ARIA IP. These Terms will continue to apply in relation to a particular Customer until terminated in accordance with the termination paragraph below. Fusion Wealth will act on instructions from ARIA IP, as agent for the Customer, in providing its services under these Terms. Where the consent of the Customer is required in order to provide certain services under these Terms, Fusion Wealth via ARIA IP will explain the position to the Customer and obtain the necessary consent. The Customer is deemed to have provided such consent when signing terms of business with ARIA IP.

6.1 Wealth Platform services and your responsibilities

6.1.1 All Customers accessing this service must agree to a separate Customer Agreement with the service provider, Creative Technologies.

6.1.2 Fusion Wealth accepts no liability for any delays caused by but not limited to the failure of any system or process owned by Creative Technologies, or any service provider.

6.1.3 Fusion Wealth will use due skill, care and diligence in selecting, appointing and monitoring the service providers and the Bank, but will not be liable for their acts or omissions, insolvency or dissolution.

6.1.4 Fusion Wealth reserves the right to vary these Terms and Conditions from time to time as required.

6.2 Security

6.2.1 Fusion Wealth will not be held liable for any breaches of security caused by either Creative Technologies or any other service provider.

6.2.2 You must take reasonable care to ensure that the device used to process payments via Wealth Platform is kept secure, and your security information is kept secret. You should not share your security information with any other individual, including your Adviser.

6.2.3 Neither Fusion Wealth nor Creative Technologies will ever email or call you and request that you disclose your security information or to log into your Account, and such requests should be reported immediately to your Adviser and Creative Technologies.

6.2.4 In the event that our debit card transaction handler Worldpay treats a transaction as suspicious for any reason Fusion Wealth will not be held responsible or liable for any delays or losses, but we will endeavour to have the payment processed as promptly as possible.

6.2.5 Through the use of Wealth Platform your data will be passed to Worldpay in order for them to process your card payment.

6.3 Debit card payments

6.3.1 All transactions processed via debit card will be handled by Worldpay as appointed and varied by Fusion Wealth. You may be required to review and agree to service provider terms prior to Worldpay processing your transaction.

6.3.2 Worldpay will handle the collection and clearing of funds from your transaction and may appear on your debit card statement.

6.3.3 You confirm that you are entitled to use and know of no reason why you may not use the debit card upon which any transaction will be processed.

6.3.4 You are the legal owner of the funds being used to top up your Account.

6.3.5 Minimums and maximums apply in all cases. No transaction can be processed for less than £100 or over £99,999.

6.4 Refunds

6.4.1 Due to our obligations under Anti-Money Laundering Regulations, should a circumstance arise whereby funds need to be returned to you, this will be processed via a refund using the same method as the original payment. If the refund arises for any reason after your Cash has been invested, you may receive back less than you originally invested. Fusion Wealth will not be liable for any losses, trading expenses or additional costs incurred in such an event.

6.4.2 You indemnify Fusion Wealth against any losses incurred as a result of having to issue a refund, such as but not limited to, price variations between the time of purchase and sale and any dealing charges incurred. Please refer to the Fusion Wealth Charges Schedule for full details of the fees and charges associated with dealing.

6.5 Rejected payments

6.5.1 At the time of processing the transaction, you should ensure that you have sufficient funds available in order to make the payment. Failure to do so may result in additional charges for which Fusion Wealth will not be held responsible.

6.5.2 Should a payment be rejected, you will need to contact your Adviser and your bank, Fusion Wealth will not be held responsible or liable for any losses, delays or inconvenience caused.

6.6 Handling Customer Money

6.6.1 Cash contributions to your Fusion Wealth Platform Account made through Wealth Platform will be deposited into the Fusion Wealth Customer Money Bank Account, currently held with HSBC but that may be varied from time to time by Fusion Wealth.

6.6.2 Once your Cash has cleared in the Fusion Wealth Customer Money Bank Account, which can take up to 4 Business Days, Fusion Wealth will then arrange for the funds to be deposited into the SEI Re Fusion Wealth Customer Money Bank Account within 3 Business Days, and it will then be applied to your Fusion Wealth Platform Account.

6.6.3 Your Cash is always held separately from our company money and from the money of those with whom we place the Cash. Your Cash will be held in a designated Customer Money Bank Account, established under trust in accordance with the FCA's Client Assets Sourcebook (CASS). As such, should Fusion Wealth fail financially, your Cash will remain yours and any administrator will be obliged to return it to you as part of the wind down process. Should there be any shortfall, your Cash held in a UK Customer Money Bank Account would be covered by the Financial Service Compensation Scheme (FSCS) up to the scheme limit, currently £85,000 per eligible claimant.

6.6.4 Should any Bank holding Customer Money in a Customer Money Bank Account for Fusion Wealth fail, Customer Money would be segregated from the money of the Bank meaning that it could not be used to cover the Bank's debts. Should there be any shortfall, your Cash held in a UK Customer Money Bank Account would be covered by the Financial Service Compensation Scheme (FSCS) up to the scheme limit, currently £85,000 per eligible claimant.

6.6.5 These Customer Money Bank Accounts used have been opened by Fusion Wealth in accordance with regulatory requirements.

6.6.6 Fusion Wealth will not pay any interest on Cash held in the Fusion Wealth Customer Money Bank Account. Once your Cash has been deposited into the SEI re Fusion Wealth Customer Money Bank Account and applied to your Fusion Wealth Platform Account it will start accruing interest in accordance with Section 8.8.

6.6.7 Any fees levied by Fusion Wealth for this service will be documented in your ARIA IP Charges Schedule.

7. Custody services provided by SEI

To use ARIA Investment Platform you must appoint the organisation which ARIA has arranged to safeguard and administer your assets, currently SEI. The terms upon which SEI provides its services (including applicable ISA matters, such as how they hold title to ISA Assets) are detailed in the Custody Agreement which is available on our website www.ariacm.com. A physical copy of the Custody Agreement is available upon request from your Adviser if you need one. Please note that the Custody Agreement may change from time to time and you will be notified of that in advance by SEI or us on their behalf. To try to ensure that you have the latest, comprehensive terms from SEI, and more direct powers to pursue any concerns you have with the custody service, you, rather than us, appoint SEI. However, for your convenience, we facilitate this appointment by acting as your administrative agent. Accordingly, by signing the Declaration, you appoint us: (1) as your administrative agent to enter into the Custody Agreement on your behalf; and (2) as your agent to liaise with SEI in accordance with the terms of this Agreement to facilitate your use of the Fusion Wealth Platform, such as transmitting dealing instructions to SEI on your behalf. Please read the Custody Agreement carefully before applying for an Account and contact your Adviser if you have any questions.

8. Terms and Conditions Specific to Individual Saving Accounts

The terms in this section apply only to the ISA accounts on ARIA IP which are provided in conjunction with Fusion Wealth where Fusion Wealth acts as the ISA Manager. They apply in addition to the other terms of this Agreement unless otherwise stated. If there is any inconsistency between the terms in this section and other terms of the Agreement, the terms of this section will prevail.

8.1 Our ISA Manager services and your responsibilities

8.1.1 Fusion Wealth will be the ISA Manager and will administer the Fusion Wealth ISA in accordance with the ISA Regulations and this Agreement.

8.1.2 In the case of any inconsistency between this Agreement and the provisions of the ISA Regulations, the latter shall prevail.

8.1.3 Your appointment of us as the ISA Manager shall take effect on the "Effective Date", being the date on which we accept the duly completed Declaration and any other requested documents.

8.1.4 You authorise us as ISA Manager to provide HMRC with all applicable details of your Fusion Wealth ISA.

8.1.5 You will provide us as ISA Manager with all information that we may reasonably require to enable us to carry out our duties as an ISA Manager.

8.1.6 You also undertake to inform us of any changes to the information given in the Declaration or Transfer Form in respect of the Fusion Wealth ISA or if any of the declarations contained in the Declaration in respect of the Fusion Wealth ISA cease to be true. You will immediately inform us in the event of you ceasing to be eligible to subscribe to or to hold a Fusion Wealth ISA.

8.1.7 Non dealing-related charges relating to your Fusion Wealth ISA (for example, platform charges and Adviser Charges) can be taken from a GIA in your sole name outside of your Fusion Wealth ISA. Please inform us if you would like that to happen. Please note that charges related to transactions (e.g. dealing charges or Dilution Levies etc.) must be taken from the Fusion Wealth ISA. We will not accept or hold Securities in the Fusion Wealth ISA unless they are "qualifying investments" for the purposes of the ISA Regulations. We do not accept liability for any losses incurred as a result of a Security ceasing to be an "eligible investment".

8.1.8 We do not provide cash ISAs.

8.1.9 We will only delegate our functions or responsibilities under these ISA terms if we are satisfied that the person we delegate to is competent to carry out those functions or responsibilities.

8.2 ISA subscriptions

8.2.1 The maximum annual subscription amount may be varied in accordance with the ISA Regulations as amended from time to time.

8.2.2 You confirm that you have not subscribed and will not subscribe more than the overall annual subscription limit in total to a cash ISA and a Stocks and Shares ISA in the same Tax Year.

8.2.3 You confirm that you have not subscribed and will not subscribe to another Stocks and Shares ISA in the same Tax Year that you subscribe to this Fusion Wealth ISA.

8.3 ISA eligibility

8.3.1 To open a Stocks and Shares ISA you must be aged 18 or over and be resident in the UK for tax purposes. Crown employees, such as diplomats or members of the armed forces, who are working overseas and paid by the UK Government are eligible to open an ISA and their spouses or civil partners can also open an ISA.

8.3.2 If you are unsure of your residence status you should refer to the Statutory Residence Test guidance on the HMRC website, or contact us or your Adviser who will be able to provide you with a copy of the relevant guidance.

8.3.3 You will be required to make a declaration to us that the information contained in your Fusion Wealth ISA Application is correct.

8.3.4 We reserve the right to require proof of status and eligibility for a Fusion Wealth ISA before accepting any Fusion Wealth ISA Application.

8.3.5 You cannot open an ISA jointly with anyone else.

8.3.6 Provided that you remain a UK resident or are a Crown employee, you can continue to make subscriptions into your Fusion Wealth ISA in subsequent Tax Years (subject to the maximum subscription limit) without needing to reapply. However, if you do not make any subscriptions in a whole Tax Year, you will need to reapply if you wish to subscribe the following year.

8.3.7 The Securities in your Fusion Wealth ISA may generate Income by paying dividends or distributions. This will be paid into your Fusion Wealth ISA. Such Income is not classified as a subscription and does not count towards your annual subscription limit.

8.3.8 If you cease to be resident in the UK or otherwise meet the eligibility requirements you must tell us immediately, and we will not accept further subscriptions to your Fusion Wealth ISA.

8.3.9 If you go to work and/or live abroad and cease to be resident in the UK, your Fusion Wealth ISA will remain open, but we will be unable to accept further subscriptions. On your return, we will require you to confirm your residence status before you start subscribing to your Fusion Wealth ISA again. All subscriptions are subject to the normal annual limits.

8.3.10 If you notify us in a given year that you were not eligible at the time that you made subscriptions to your ISA, then all subscriptions made in that year must be removed from your Fusion Wealth ISA. They cannot be reinstated after the year end if you later establish that you were, in fact, resident.

8.4 ISA Additional Permitted Subscription (APS)

8.4.1 An APS allows the spouse or civil partner of a deceased ISA investor to make additional subscriptions into their own ISA up to the value of the deceased investor's ISA at the date of their death.

8.4.2 We accept ISA Additional Permitted Subscriptions based on ISA Regulation criteria being met. If you are unsure whether the criteria are met you should consult your Adviser, or us where you do not have an Adviser.

8.4.3 In order to facilitate ISA APS, we would require you to open an ISA APS Account for the specific purpose of holding your Additional Permitted Subscription.

8.4.4 An ISA APS Application will only be accepted by us once all additionally required forms and declarations have been completed and signed.

8.4.5 Fusion Wealth can accept transfers of Cash or Securities into an ISA APS Account where the deceased's ISA, referred to as continuing ISA, is held on the Fusion Wealth Platform. When a Transfer is made from a continuing ISA held by another provider we can only accept Transfers in Cash.

8.4.6 ISA APS allowances can be utilised in one or multiple transactions, but new documentation will be required for each subscription.

8.4.7 Any entitlement to an ISA APS allowance will not affect your own annual ISA allowance.

8.5 Ownership of ISA investments

8.5.1 You must remain as the beneficial owner of your ISA investments and they may not be used by you as security for a loan.

8.6 Normal tax treatment of ISA investments

8.6.1 Where Income generated by Securities held within a Fusion Wealth ISA is paid to us net of tax, we will reclaim tax from HMRC on your behalf where appropriate. The tax reclaims will be paid back to your Fusion Wealth ISA.

8.6.2 Any capital growth in your Fusion Wealth ISA will be tax free and there is no further tax to pay on any dividends you may receive.

8.6.3 The tax treatment of your Fusion Wealth ISA will change if the Fusion Wealth ISA becomes void or in need of repair.

8.6.4 The tax treatment of Fusion Wealth ISA investment is subject to change as the tax regime changes over time.

8.7 Transfers to your Fusion Wealth ISA

8.7.1 We may accept the transfer of Cash or acceptable Securities into your Fusion Wealth ISA from an ISA held by another ISA Manager provided that they are "qualifying investments" for the purposes of the ISA Regulations. Amounts transferred in from another ISA do not count towards your subscription limit for the current Tax Year.

8.7.2 Current Tax Year ISA subscriptions must be transferred in full.

8.7.3 Past Tax Year ISA subscriptions may be transferred in part or in full.

8.7.4 Fusion Wealth will accept the transfer of the Cash or acceptable Securities held in a matured Child Trust Fund (CTF) into a Fusion Wealth ISA, subject to the Cash or acceptable Securities being held in an appropriate 'protected account', 'matured CTF account', or a cash ISA or stocks and shares ISA, offered by the original CTF provider.

8.7.5 You will need to complete a Fusion Wealth ISA Transfer Form before you can make a transfer in.

8.8 Transfers from your Fusion Wealth ISA

8.8.1 You can choose to transfer some or all of the Assets in your Fusion Wealth ISA to an ISA with another ISA Manager, in accordance with the ISA Regulations. You must choose another ISA Manager before you can make the transfer, as the transfer instructions will be sent to us from the new ISA Manager.

8.8.2 On receiving your transfer instructions, we will transfer out Assets held within your ISA and any proceeds arising from those Assets in accordance with those instructions. You may wish to state a time for the transfer, which we will comply with subject to the new ISA Manager's approval, provided that there are no circumstances beyond our reasonable control which prevent this, in which case we will transfer the Assets as soon as we are able to do so. The time must be at least 13 days and less than 30 days from the date we receive written transfer instructions.

8.9 Withdrawals

8.9.1 You have the right at any time, by notice in writing or where you have a Fusion Adviser by giving instructions to them in accordance with their agreement with you, to instruct us to withdraw and transfer to you, all or part of the Assets from your Fusion Wealth ISA. The withdrawal will be paid to your Nominated Bank Account.

8.10 Termination by us

8.10.1 Subject to the Regulations, we may terminate our role as ISA Manager at any time by giving you written notice. At least 30 days' notice will be given and shall be without prejudice to the completion of Deals already initiated.

8.11 Cancellation rights

8.11.1 You have the right to cancel your Fusion Wealth ISA within 14 days of us confirming that we have opened your Fusion Wealth ISA and it is available for you to use, or of us providing you with the relevant terms (whichever is the later). This 14-day period is your "Cooling Off Period".

8.11.2 Where you cancel your Fusion Wealth ISA, we will: (a) return to you any Assets which you have subscribed to your Fusion Wealth ISA; and (b) if they are willing to accept them, return any Assets which were transferred from another ISA Manager to that ISA Manager. If they are not willing to accept them, you will have to find an alternative, such as a transfer to a new ISA Manager, or to have the Assets sold and the Cash proceeds paid to you.

8.11.3 If we hold and/or Deal in Securities for you during the Cooling Off Period, you will bear the risk that the value of your Assets has fallen during the Cooling Off Period and you may get back less than you transferred in. To limit this risk, you may ask us not to use your Cash to carry out any Deals for you during the Cooling Off Period.

8.12 In the event of death

8.12.1 In the event of your death, any Fusion Wealth ISA held will be designated a continuing ISA of a deceased investor until the earlier of: (a) the completion of the administration of your estate; (b) the closure of the Account; or (c) the third anniversary of your death.

8.12.2 Funds held within a continuing ISA of a deceased investor will continue to benefit from ISA tax advantages, meaning that any interest, dividends, or gains in respect of investments are exempt from tax.

8.12.3 No subscriptions can be made into a continuing ISA of a deceased investor.

8.12.4 If after a period of three years from the date of death the administration of the Account is ongoing and the Account has not been closed, then any ISA benefits will cease, meaning that any interest, dividends, or gains in respect of ISA investments that arise are not exempt from tax.

8.13 Bankruptcy of an ISA investor

8.13.1 If we are notified under the Insolvency Act that you have been declared bankrupt, we are required by HMRC to close your Fusion Wealth ISA. The date of closure will take effect from the date on which the Trustee's appointment takes effect, or, in the case of the Official Receiver, the date on which they become Trustee.

8.13.2 Any interest or tax credits received after the appointment date will be returned to HMRC. All Assets will be held pending further instructions from the Trustee or Official Receiver, as set out in the ISA Regulations.

8.14 Void, invalid or repairable ISAs

8.14.1 We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your Fusion Wealth ISA has, or

will become void.

8.14.2 As soon as practicable thereafter, we will notify you of your available options which may include closing your Fusion Wealth ISA and paying the proceeds to your Nominated Bank Account or transferring your Assets into a GIA.

8.14.3 Any option you select will be subject to the deduction and payment to HMRC of sufficient Cash to cover any tax liability incurred in voiding the Fusion Wealth ISA.

8.14.4 In some instances, HMRC may advise us to repair a Fusion Wealth ISA in whole or in part. we will deduct and return to HMRC sufficient Cash to cover any tax liability incurred in repairing the Fusion Wealth ISA. We may also be required to transfer applicable Securities into a GIA.

8.14.5 We will write to HMRC where you have insufficient Cash or Assets to cover any tax liability due to them. We will also write to you.

UK Office:
Guildford Business
Park, Building
2, Ground Floor,
Guildford GU2 8XG
United Kingdom