



IN PARTNERSHIP

Investments

Discretionary Investment Management Agreement

The On-Line Partnership Limited



DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

between

The On-Line Partnership Limited

And



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THIS AGREEMENT is dated as of _____ BETWEEN

(1) The On-Line Partnership Limited (reg. no. 03926063) whose is registered in England & Wales and has the registered office of ON-LINE HOUSE 50-56 NORTH STREET, HORSHAM, WEST SUSSEX, RH12 1RD

(the “**Manager**”); and

(2) _____ (the “**Client**”)

each a “**Party**” and together the “**Parties**”.

WHEREAS

(1) The Client wishes to appoint the Manager as a discretionary investment manager of the Portfolio (as defined below) and the Manager agrees to such appointment on the terms and subject to the conditions of this Agreement.

THE PARTIES AGREE THAT:

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

“**Affiliate**” means, in relation to the Manager, any entity controlled, directly or indirectly, by the Manager, any entity that controls, directly or indirectly, the Manager or an entity directly or indirectly under the common control with the Manager;

“**Authorised Person**” means a person whose name, details and signature appears in Schedule 1, as amended by the Client from time to time by giving notice to the Manager in accordance with Clause 33, and who is authorised to give Instructions on behalf of the Client;

“**Business Day**” means a day on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in London;

“**Cessation of Investment Management Service Date**” means [5pm local time in London on the first following day that is a Business Day after the Termination Notice Date OR such time after the Termination Notice Date as may be agreed with the Client];

“**Client Limit Order**” means a specific instruction from the Client to the Manager to buy or sell assets at a specified price limit or better price and for a specified size;

“**Confidential Information**” means all information or material communicated between the Parties, including the terms of this Agreement, provided that Confidential Information shall exclude information or material which at the time of its disclosure is, or which thereafter becomes (in each case otherwise than as a result of any act or default by the recipient), part of the public domain by publication or otherwise;

“**Conflicts of Interest Policy**” means the policy of the Manager relating to the identification of conflicts of interest that arise, or may arise, when providing services and whose existence may damage the interests of clients and that specifies procedures in order to prevent or manage such conflicts as required by the FCA Rules and as amended by the Manager from time to time;

“**Counterparty(ies)**” means any entity which effects a transaction, executes orders or passes or places orders for execution and includes brokers, dealers, market makers, executing brokers and clearing brokers (whether acting as principal or agent);



“**Custodian**” means the person from time to time appointed by the Manager to provide custody services in relation to all or part of the Portfolio;

“**Data Protection Laws**” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

“**Delegate**” means any person (whether or not an Affiliate of the Manager) appointed by the Manager to perform the Investment Management Service or any part of it and any other services in respect of which the Manager is appointed pursuant to Clause 5.1 (b) but excluding any Counterparties or the Custodian;

“**Effective Date**” means the date specified on the first page of this Agreement; “**FoIA**” means the Freedom of Information Act 2000;

“**Force Majeure**” means any event preventing either of the Parties from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented, including, without limitation, nationalisation, expropriation or other governmental actions; any change of law or regulation, any law, order or regulation of a governmental, supranational or regulatory body, regulation of the banking or securities industry (including changes in market rules), postal or other strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), act of terrorism or of God, fire, flood, storm, war, riot, civil commotion, malicious damage (including to systems), failure or breakdown in communications, computer facilities or software and the failure of any relevant exchange, clearing house, settlement system or Counterparty for any reason to perform its obligations;

“**FCA**” means the Financial Conduct Authority of the United Kingdom, its successors or assigns;

“**FCA Rules**” means the rules and guidance contained in the Handbook issued by the FCA;

“**FSMA**” means the Financial Services and Markets Act 2000;

“**Guidelines**” means the investment policy, objectives and restrictions set out in Schedule 2;

“**HMRC**” means Her Majesty’s Revenue & Customs;

“**Indemnified Persons**” means the indemnified persons identified at Clause 23 other than the Manager;

“**In-House Funds**” means collective investment schemes or investment companies including investment trusts or unit linked funds managed by the Manager or an Affiliate, life policies issued by the Manager or an Affiliate or any other arrangement the Parties agree in the Guidelines to treat as an In-House Fund;

“**Insolvency Event**” means the occurrence, in respect of either Party, of any of the following events:

- a) it enters into a composition or arrangement or convenes a meeting of its creditors;
- b) a receiver, administrative receiver or a liquidator is appointed;
- c) an order is made or resolution passed for its administration or winding-up;
- d) it ceases or threatens to cease to carry on business or suspends or threatens to suspend payment of any of its debts or is deemed by statutory provision to be unable to pay its debts as and when they fall due;
- e) it makes a voluntary arrangement or composition with or for the benefit of its creditors; or
- f) it allows, permits or does anything analogous to, any of the foregoing events under applicable law;

“**Instructions**” means instructions (including standing instructions) in writing, or in such other form as may be set out in Schedule 1, in respect of any of the matters referred to in this Agreement received from or on behalf of the Client by the Manager;

“**Investment Advice**” means the provision of personal recommendations to the Client, either upon its request or at the initiative of the Manager, in respect of one or more transactions relating to particular financial instruments;

“**Investment Management Service**” means the service set out in Clause 5.1(a);

“**Legal Entity Identifier**” means the code made up of 20 alphanumeric digits which is used to uniquely identify



every legal entity or structure, in any jurisdiction, that is party to a financial transaction;

“**Litigation**” means any proceedings or potential proceedings (including without limitation insolvency proceedings, securities litigation and arbitration) relating to assets held from time to time within the Portfolio and to which the Manager or a Delegate is not a party in respect of that Portfolio;

“**Losses**” includes losses, damages, costs, claims, liabilities, charges, demands and expenses;

“**MiFID**” means Directive 2014/65/EU on markets in financial instruments, Regulation (EU) No 600/2014 on markets in financial instruments, and any secondary legislation, rules, regulations and procedures made pursuant thereto;

“**NIC number**” means the unique combination of alphanumeric digits which is used to identify individuals for, specifically, tax and National Insurance purposes.

“**Order Execution Policy**” means the policy of the Manager relating to the execution of orders and decisions to deal on behalf of clients as required by the FCA Rules and as amended by the Manager from time to time;

“**Performance Commencement Date**” means the date specified as such in the Guidelines;

“**Personal Data**” means any information relating to an identified or identifiable natural living person;

“**Portfolio**” means the portfolio of assets of the Client, including uninvested cash, designated from time to time by the Client as subject to the management of the Manager pursuant to this Agreement;

“**Portfolio Management**” means portfolio management within the meaning of the FCA Rules;

“**Proceedings**” means any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement including any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement;

“**Regulated Market**” means a regulated market within the meaning of the FCA Rules;

“**Regulated Trading Venue**” means a trading venue within the meaning of the FCA Rules;

“**Retail Investor**” means the category of clients receiving the highest level of regulatory protection under FCA rules

“**Standard of Care**” means, in relation to the Manager, the standard of care that could reasonably be expected of a professional discretionary investment manager acting in good faith and with reasonable care and skill;

“**Termination Date**” means the date determined in accordance with Clauses 28.2, 28.3 or 28.4;

“**Termination Event**” means the occurrence at any time with respect to either Party of any of the following events:

- g) it is required by applicable law or by any competent authority to terminate this Agreement;
- h) it is subject to an Insolvency Event;
- i) it is in material breach of this Agreement and (if remediable) has failed to make good such breach within 20 calendar days of receipt of written notice from the other Party requiring it to do so;
- j) it is affected by Force Majeure which persists for 20 calendar days; or
- k) it ceases to have the necessary regulatory authorisation or permission to carry on its business under this Agreement;

“**Termination Notice Date**” means the date upon which the notice of termination given by the Client pursuant to Clause 28.4 is deemed effective in accordance with the provisions of Clause 33;

“**Third Party Research Policy**” means the policy of the Manager relating to the use of third party research as required by the FCA Rules and as amended by the Manager from time to time;

“**Trigger Event**” means any change of law, in interpretation on the basis of case law accepted by HMRC, or in the practice of HMRC, in each case which results, in the Manager’s reasonable opinion, in a change in the requirement to charge VAT on the services, whether in the past or in future;



“**VAT**” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature; and

“**Work-out**” means a debt restructuring or any similar arrangement relating to a debt instrument held from time to time within the Portfolio or to the issuer of such debt instrument.

In this Agreement:

- a) any other words or phrases used which are defined in the FCA Rules shall have the same meanings in this Agreement unless the context requires otherwise;
- b) references to statutory provisions, regulations, notices or the FCA Rules shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time;
- c) references to legislation, Acts of Parliament or other statutory provisions are, for the avoidance of doubt, references to United Kingdom legislation, Acts of Parliament and statutes;
- d) words in headings are for information only and shall not affect the construction of this Agreement;
- e) references to “person” shall be construed as including any natural or legal person;
- f) any words following the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- g) references to the singular include the plural and vice versa.

2. Appointment

The Client appoints the Manager as discretionary investment manager of the Portfolio to provide services in accordance with this Agreement. The Manager accepts such appointment.

3. Effective Date and the Performance Commencement Date

3.1. This Agreement shall come into full force and effect on the Effective Date.

3.2. The Client agrees that:

- a) the measurement of the performance of the Portfolio shall be undertaken from the Performance Commencement Date;
- b) the Guidelines shall apply from the Performance Commencement Date unless the Parties agree otherwise; and
- c) in the event that the Manager, in accordance with an Instruction, undertakes transactions in the Portfolio following the Effective Date but prior to the physical settlement of assets in the Portfolio into the relevant accounts of the Client to which the Manager has access, the Client shall indemnify the Manager against any Losses that may be incurred in the event of delay or failure to complete such settlement.

4. Client categorisation

4.1. For the purposes of the FCA Rules and based on information obtained in respect of the Client, the Manager has categorised the Client as a retail client in relation to the services provided under this Agreement. It is the Client's sole responsibility to keep the Manager informed about any change to the Client's circumstances which could affect the Manager's categorisation of the Client as a retail client.

5. The Investment Management Service and other services

5.1. The Manager shall provide:



- a) the service of Portfolio Management in accordance with the terms of this Agreement; and
 - b) any other services that the Manager is appointed by the Client to provide under the terms of this Agreement.
- 5.2. Subject to any Instructions, applicable law and any other provisions of this Agreement, the Manager shall have full authority at its sole discretion, without prior reference to the Client, as agent and in the name of the Client and at such times as the Manager shall think fit, to make decisions to invest the assets comprising the Portfolio in accordance with the Guidelines, and to take such other steps including, without limitation:
- a) to buy, sell, exchange, redeem, hold, convert or otherwise deal with assets of any nature;
 - b) to subscribe to issues and apply for offers for sale and accept placings;
 - c) to enter into underwritings and sub-underwritings of any investments;
 - d) to provide any undertaking in relation to offers, placings or rights conferred by a particular investment;
 - e) to effect transactions in regulated or unregulated collective investment schemes, investor companies, investment trusts, unit linked funds or life policies including In-House Funds;
 - f) to exercise or refrain from exercising any right conferred by a particular investment to buy, sell, subscribe for, exchange or redeem an investment;
 - g) to exercise any governance or ownership right conferred by a particular investment;
 - h) to not make call or term deposits;
 - i) to not enter into foreign exchange transactions;
 - j) to not enter into any derivative transactions; and
 - k) generally, to enter into any kind of transaction or arrangement.

For the avoidance of doubt, the Investment Management Service shall not constitute Investment Advice. However, the Manager may provide investment research and financial analysis and other general information.

- 5.3. Without limiting the generality of Clause 5.2 above, subject to the Guidelines, any Instructions and any other provisions of this Agreement, the Client authorises the Manager:
- a) to select and use such Counterparties or trading venues (including, where permitted under applicable law, Affiliates of the Manager) to effect transactions on behalf of the Client;
 - b) to give instructions for the opening of accounts in the name of the Client and the operation of such accounts;
 - c) to negotiate, amend, execute, sign, deliver or otherwise bring into effect all such agreements, master agreements, confirmations, account opening documents, contracts, deeds, other instruments, notifications, warranties, undertakings, representations and indemnities in the name of, binding against, and on behalf of the Client;
 - d) to give instructions to the Custodian to transfer cash or securities held by the Custodian on behalf of the Client in connection with the settlement of transactions; and
 - e) to take any other action (including, without limitation, day-to-day decisions) which the Manager reasonably considers to be necessary, desirable or incidental to carry out the services under this Agreement.
- 5.4. Based on information provided by the Client, in providing the Investment Management Service, the Manager shall be responsible for assessing the suitability of investments and the Portfolio for the Client as required by the FCA Rules. The reason for assessing suitability is to enable the Manager to act in the Client's best interest. The Client shall be responsible for ensuring that information provided to the Manager is kept accurate, complete and up to date so as to enable the Manager to assess suitability for the Client.

6. Standard of Care

The Manager shall perform its obligations under this Agreement in accordance with the Standard of Care.



7. The Guidelines

- 7.1. The Guidelines shall not be breached as a result of any events or circumstances outside the reasonable control of the Manager including, but not limited to, changes in the price or value of the assets in the Portfolio brought about solely through movements in the market, the reduction in and/or lack of availability of assets which were envisaged to be in the Portfolio, an inflow to or outflow from the Portfolio or breaches arising during an agreed transition period following an amendment of the Guidelines or a benchmark or caused by following an Instruction of the Client.
- 7.2. Unless specified in the Guidelines, an investment's compliance with the Guidelines shall be determined as at the date of purchase and the Guidelines shall not be deemed breached as a result of changes in the value or status (including the credit rating) of an investment following purchase.
- 7.3. In the event that the Guidelines are breached or would have been breached but for the provisions of Clauses 7.1 or 7.2 above, the Manager shall notify the Client of the relevant circumstances as soon as reasonably practicable. Subject to Clause 10.2, the Manager use its reasonable endeavors to address such breach of the Guidelines as soon as reasonably practicable.
- 7.4. Notwithstanding any other provision in this Agreement, no warranty, assurance or undertaking is given by the Manager as to the performance, returns, increase in or retention of value or profitability of the Portfolio (or any part of it) or that the investment objectives or targets in the Guidelines shall be successfully achieved, whether in whole or in part.
- 7.5. Please refer to Schedule 2 for further details.

8. Delegation and use of third parties

- 8.1. Except as otherwise provided in the Guidelines in relation to the Investment Management Service:
 - a) the Client hereby consents to the Manager appointing or retaining any person which is an Affiliate of the Manager to perform any aspect of the Investment Management Service that amounts to investment decision-making in respect of the Portfolio;
 - b) the Manager may, with the prior written consent of the Client, appoint or retain any person which is not an Affiliate of the Manager to perform any aspect of the Investment Management Service that amounts to investment decision-making in respect of the Portfolio; and
 - c) the Manager may appoint or retain any person (whether an Affiliate or non-Affiliate) to perform any other aspect of the Investment Management Service that does not amount to investment decision-making without prior reference to the Client.
- 8.2. In relation to any services provided under this Agreement in accordance with Clause 5.1(b), subject to any specific provisions in the Guidelines, the Manager and any persons appointed or retained pursuant to Clause 8.1 shall, without prior reference to the Client, be entitled to appoint or retain persons (including any Affiliate of the Manager) to perform any such services.
- 8.3. Unless otherwise agreed with the Client and subject to Clause 12.1, the Manager shall be responsible for the fees and charges of any person appointed or retained under this Clause 8.

9. Dealing and use of Counterparties

- 9.1. Subject to the Guidelines and the Order Execution Policy, where applicable, the Manager may effect transactions with such Counterparties and on such trading venues or facilities as it considers appropriate in accordance with the Standard of Care. Where applicable, all transactions shall be effected in accordance with the rules and regulations (if any) of the relevant market or exchange and the Manager may take all such steps as may be required or permitted by such rules and regulations and by appropriate market practice.
- 9.2. The Manager shall select and use Counterparties, trading venues or facilities pursuant to this Clause 9 in accordance with the Standard of Care (unless instructed by the Client to select and use a specific Counterparty, trading venue or facility in which case the Manager shall have no responsibility for the



selection or use of such Counterparty, trading venue or facility).

- 9.3. If any Counterparty fails to deliver any necessary documents or to complete any transaction, the Manager shall take reasonable steps on behalf of the Client to rectify such failure or to obtain compensation in lieu thereof provided that such steps do not constitute Litigation in which case the provisions of Clause 26 shall apply. All resulting reasonable costs and expenses properly incurred by the Manager shall be paid by the Client.
- 9.4. The Manager shall not be responsible for ensuring that the Client complies with any position limit that the FCA might apply to any commodity derivatives held in the Portfolio. It is the Client's responsibility to monitor its positions against any applicable limits and to instruct the Manager to reduce its holding in any investment as a result.
- 9.5. The Client acknowledges that the Manager, when dealing on behalf of the Client with certain Counterparties, may be required to act in accordance with certain requirements, including any relevant rules and regulations of such Counterparties, and accepts any Losses that may result from the Manager so acting.

10. Order execution

- 10.1. The Client hereby confirms that it consents to the Order Execution Policy. In particular, the Client agrees that the Manager may trade outside of a Regulated Trading Venue.
- 10.2. Subject to Clause 10.3, the Manager will at all times comply with its Order Execution Policy and in particular will act in the best interests of the Client.
- 10.3. The Client acknowledges that specific Instructions in relation to the execution of orders may prevent the Manager from following its Order Execution Policy.
- 10.4. The Client instructs the Manager not to make public Client Limit Orders in respect of shares admitted to trading on a Regulated Market or traded on a Regulated Trading Venue which are not immediately executed under prevailing market conditions.
- 10.5. The Manager may aggregate orders on behalf of the Client with those of its other clients and clients of its Affiliates. The Manager will allocate such orders on a fair and reasonable basis in accordance with the requirements of the FCA Rules. The Client acknowledges and agrees that aggregation may operate to the advantage or disadvantage of the Client.
- 10.6. Where a transaction is effected in breach of the Guidelines or is otherwise prohibited under this Agreement, subject to Clause 10.2, the Manager or one of its Affiliates may act as principal in executing a transaction with the Portfolio to correct the error.
- 10.7. The Client acknowledges that certain of its transactions may be subject to the provisions of MiFID, which applies certain transaction and position reporting obligations directly on the Client in respect of the assets in the Portfolio, including, but without limitation, the procurement of a valid Legal Entity Identifier. The Client undertakes to provide in a timely fashion all such information (including, but not limited to, the Client's Legal Entity Identifier or NIC number) and documentation and to promptly take all such action as the Manager may from time to time reasonably require in relation to the MiFID transaction and position reporting obligations.
- 10.8. The Client acknowledges that certain information about transactions the Manager wishes to and does enter into on the Client's behalf may be made public and that the Manager will be required to report the details of certain transactions to the FCA, in some cases, via third parties, in accordance with applicable law.

11. Research

The Manager may receive research material or services in return for direct payments by the Manager out of its own resources.



12. Fees, costs and charges

12.1 The Client shall pay the Manager the fees as set out in Schedule 3. The fees shall accrue from the Effective Date unless the Parties agree otherwise.

12.2 In addition to the Manager's fees, the Client will be liable for:

- a) any costs payable and properly incurred under this Agreement, including all reasonable expenses, liabilities, charges [(including any research charge agreed with the Client)]⁴³ and costs including but not limited to any brokerage charges, commissions, transfer fees, registration fees, exchange fees, settlement fees, and stamp duty, tax or other fiscal liabilities or any other transaction related expenses and fees arising out of transactions in the Portfolio incurred by the Manager, its Delegates or persons appointed or retained in accordance with Clause 8 in performing the services under this Agreement;
 - b) any costs and expenses payable to bond trustees in connection with assets in the Portfolio;
 - c) any costs and expenses associated with assistance with Litigation in connection with assets in the Portfolio in accordance with Clause 26; and
 - d) any costs related to the termination of this Agreement payable in accordance with Clause 28.
- a. The fees set out in Schedule 3 are exclusive of any VAT or similar taxes which, if payable, shall be payable in addition by the Client at the same time as the fees, and after the provision of the Manager's fee invoice.
 - b. If, at any time, as a result of a Trigger Event, it appears in the reasonable opinion of the Manager that the requirement to charge VAT on the services has changed then the Manager shall, from the date of the Trigger Event, amend the amounts invoiced thereafter in respect of VAT on the services accordingly.
 - c. If, as a result of a Trigger Event, it appears, in the reasonable opinion of the Manager, that any amount paid by the Client to the Manager in respect of VAT on the services has been paid in error, then:
 - e) if and to the extent that the Manager is not already obliged to account for such VAT to HMRC, the Manager shall promptly repay such amount to the Client;
 - f) if and to the extent that the Manager has already so accounted for such VAT to HMRC:
 - i the Manager shall promptly make a claim (the "Claim") to HMRC for the amount of such VAT; and ii after HMRC has credited to the Manager the amount specified in the Claim or part thereof, the Manager shall promptly reimburse to the Client such amount (where applicable, in accordance with the provisions of Part VA of the VAT Regulations 1995),provided always that the Manager shall not be required to reimburse to the Client any amount in excess of any final net amount with which it has been credited by HMRC in respect of the services (as reasonably determined by the Manager) taking into account any irrecoverable VAT suffered by the Manager regardless of when that VAT is suffered.
 - d. The payment by the Manager to the Client of the amount received from HMRC in accordance with Clause
 - e. 12.2 shall be in full and final settlement of all claims arising as a result of the Trigger Event.
 - f. The Parties acknowledge and agree that the Manager's fees are based on the current understanding of the VAT treatment of the fees. In the event of any change in the VAT treatment of the fees, both Parties reserve the right to negotiate a change in the fee basis (exclusive of VAT) to reflect the revised circumstances.
 - g. Any fees for the provision of custodial services in relation to the Portfolio and any banking charges in relation to the Portfolio shall be charged separately by the Custodian or bank and shall not be included in the fees set out in Schedule 3 (unless otherwise stated in Schedule 3).
 - h. The Manager shall separately provide information on costs and associated charges to the Client including all information required by MiFID to be provided in such disclosures.

13. Custody of assets

- 13.1. The Manager shall not provide custody services to the Client.
- 13.2. All assets forming part of the Portfolio shall be held by the Custodian pursuant to a separate agreement between the Manager and the Custodian. The Manager shall at no time hold any assets belonging to the Client.



14. Cash

The Client shall remain solely responsible for the selection and use of any credit institution or other entity with which cash is deposited, unless and to the extent that the Manager shall have exercised its discretion in the selection of such credit institution or other entity.

15. Borrowing

- 15.1. Unless permitted in the Guidelines and save as provided in this Clause 15, the Manager may not commit the Client to any borrowing.
- 15.2. Subject to any restrictions in the Guidelines, the Client acknowledges and accepts that the Manager may undertake borrowing in respect of the Portfolio, including temporary overdrafts on the bank or cash accounts operated by the Client, for short-term liquidity management purposes, to settle a mismatched, delayed or failed transaction or for other unforeseen circumstances consistent with the efficient management of the Portfolio in accordance with the Guidelines.
- 15.3. The Client shall be liable for all fees, costs and expenses which may arise out of any such properly incurred borrowing or overdrafts including any applicable interest charged provided that where an Affiliate of the Manager extends a loan to the Client in such circumstances it is expected that the rate of interest charged shall be at an arm's length commercial rate.

16. Derivatives

Any transactions in derivatives is not permitted.

17. Stocklending and repos

- 17.1. Unless otherwise agreed in the Guidelines, the Manager shall not undertake any stock lending, stock borrowing, repurchase or reverse repurchase arrangements in relation to assets in the Portfolio.
- 17.2. Where the Client has entered into a securities lending programme with the Custodian or another third party, it shall procure that such Custodian or third party ensures that sufficient securities are available for the account of the Client to satisfy any settlement obligations created by transactions entered into by the Manager for the Portfolio in accordance with the Guidelines as well as to comply with applicable law (including applicable requirements on short sales) in connection with such securities lending transactions.

18. Records, valuations, confirmations and periodic statements

- 18.1. The Manager will keep or cause to be kept records of investments, sales, disbursements and other transactions carried out by the Manager on behalf of the Client under this Agreement in accordance with applicable law.
- 18.2. The Manager shall provide periodic statements setting out certain details in relation to the activities undertaken and of the performance of the Portfolio during the reporting period. The periodic statement shall include all information required by MiFID to be provided in such statements, including a statement of the contents and the valuation of the Portfolio, on a periodic basis which shall be [quarterly or monthly] or such other frequency permitted by applicable regulation and agreed with the Client.⁴⁷
- 18.3. The basis of all valuations will be as stated in the first periodic statement unless otherwise notified.
- 18.4. Without prejudice to any previous clauses, the Manager will maintain its own records of the Portfolio and transactions relating to the Portfolio to enable it to assess at any date, without undue delay, their nature and value. The Client acknowledges that valuation levels for the assets of the Portfolio in the periodic statements provided by the Manager in respect of the Portfolio shall reflect the Manager's good faith effort to ascertain fair market levels (including accrued income, if any) for the assets reasonably believed by the Manager to be held for the Portfolio based on pricing and valuation information believed by the Manager to be reliable.
- 18.5. The Manager may rely on an external data provider to supply information or data of any kind. The Manager accepts no responsibility whatsoever (whether in contract, tort or otherwise, except to the extent that any such responsibility cannot be excluded by law) for Losses to the Client incurred as a consequence of the external data provider supplying inaccurate information or data.
- 18.6. The Client acknowledges that variations in market conditions will mean that the prices shown in periodic



statements and any other reports do not necessarily reflect realisable values.

- 18.7. The Manager will give the Client and its auditors all reasonable opportunity, during the usual business hours of any Business Day on reasonable notice, to examine such part of the books and records (or an extract) of the Manager that relate directly to the Portfolio.
- 18.8. Unless otherwise agreed, the Manager will not provide information about executed transactions on a transaction-by-transaction basis.

19. Voting

- 19.1. Unless the Client instructs the Manager to the contrary in writing, the Manager is authorised to issue proxy voting instructions or to vote on a show of hands at a meeting in relation to any relevant assets held or that were held in the Portfolio, and to execute and bind the Client in actions (including corporate actions), waivers, consents, covenants and indemnifications related to such voting proxies.
- 19.2. The Client acknowledges and agrees that the Manager:
 - a) may establish guidelines for the exercise of voting of proxies or other rights and may employ the services of a proxy voting service to exercise proxies in accordance with the Manager's guidelines;
 - b) may be precluded by regulation from exercising or procuring the exercise of any voting rights attaching to the Portfolio's holdings of In-House Funds;
 - c) may, in its discretion, elect not to exercise or procure the exercise of any voting or other rights and, except as may be explicitly provided by applicable law, the Manager shall not incur any liability to the Client by reason of any exercise of, or failure to exercise, any such discretion and shall not incur any liability for any failure arising from an act or omission of a person other than the Manager; and
 - d) may not be able to verify if the Custodian or any proxy voting agent has received and acted upon its voting instructions and may not be able to audit the onward transmission of those instructions to any party.

20. Conflicts of interest

- 20.1. The Manager and any Affiliate may effect transactions in which the Manager, any Affiliate, another client of the Manager or of an Affiliate has, directly or indirectly, a material interest or a relationship of any description with another party, which involves or may involve a potential conflict with the Manager's duty to the Client. The Manager will ensure that such transactions are effected on terms which are not materially less favourable to the Client than if the conflict or potential conflict had not existed. Any conflicts which the Manager is not able to prevent or manage effectively shall be promptly disclosed by the Manager to the Client. Except as required by the FCA Rules, neither the Manager nor any Affiliate shall be liable to account to the Client for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions or to disclose the same or the identity of any other client or counterparty involved in such transactions, nor will the Manager's fees, unless otherwise provided, be abated.
- 20.2. The Conflicts of Interest Policy sets out the types of actual or potential conflicts of interest which affect the Manager's business and provides details of how these are identified, prevented or managed. A summary of the Conflicts of Interest Policy has been separately notified to the Client. Further details of the Conflicts of Interest Policy are available to the Client on request.
- 20.3. The Manager will act as the agent of the Client and the Client will therefore be bound by the actions of the Manager taken on the Client's behalf in accordance with the terms of this Agreement. Nevertheless, nothing in this Agreement, none of the services to be provided hereunder, nor any other matter shall:
 - a) oblige the Manager or any Affiliate to accept responsibilities more extensive than those set out in this Agreement; or
 - b) give rise to any fiduciary or equitable duties which would prevent or hinder the Manager or any Affiliate from either:
 - i. performing the Investment Management Service or other services pursuant to this Agreement; or



ii. effecting transactions with or for the Client.

21. Representations and warranties

21.1. The Client represents, warrants and agrees, on the date of this Agreement and on a continuing basis that:

- a) it is duly organised and validly existing under the laws of its jurisdiction of incorporation;
- b) it has all necessary power and authority to execute, deliver and perform this Agreement and to enter into the transactions contemplated by this Agreement;
- c) it has all necessary power and authority to authorise the Manager to negotiate, execute, deliver and perform any agreement in connection with the provision of services under this Agreement on its behalf and to perform its obligations under any such agreements and enter into the transactions contemplated by this Agreement;
- d) neither its entry into this Agreement nor into any transaction contemplated by this Agreement will breach any law or regulation applicable to the Client;
- e) any restrictions to which it is subject relating to this Agreement or any transaction contemplated by this Agreement and the level of risk to be reflected in the Manager's exercise of discretion (whether as a matter of legislation, its governing documentation, or otherwise), including its ability to bear losses and its risk tolerance, are set out in the Guidelines and the Manager shall be entitled to assume that no restrictions other than those contained in the Guidelines apply;
- f) it has read and understood the risk disclosures that have been separately notified to the Client by the Manager and which provide a description of the nature and risks of financial instruments including appropriate guidance on, and warnings of, the risks associated with investments in financial instruments or in respect of particular investment strategies;
- g) it is acting as principal with respect to the transactions contemplated under this Agreement and shall accordingly be liable as principal for all obligations under this Agreement;
- h) it is the sole beneficial owner of all the assets in the Portfolio (or, where it is acting as trustee, it is acting on behalf of the beneficial owner) and that the assets are free from any lien, charge or other encumbrance or security interest;
- i) it shall not, without the Manager's prior written consent, dispose of, encumber or otherwise deal with any of the assets comprising the Portfolio nor permit any other person, including the Custodian, to do so;
- j) it shall promptly provide to the Manager, and update as required, all information or documents that are reasonably necessary for the Manager to receive (including a valid Legal Entity Identifier) with a view to the proper discharge of its functions under this Agreement or which the Manager may reasonably request for such purpose or which is required by any competent authority; and
- k) information or documentation provided by the Client or its agents to the Manager pursuant to this Agreement is accurate, complete, up-to-date and not misleading in any respect and the Client has notified the Manager of all such information which is reasonably relevant to the performance of the Manager's duties under this Agreement.

21.2. The Manager represents, warrants and agrees, on the date of this Agreement and on a continuing basis that:

- a) it is authorised and regulated by the FCA in carrying out the business of managing investments and shall remain so authorised and regulated at all times during the term of this Agreement;
- b) it is duly organised and validly existing under the laws of England and Wales; and
- c) it has all necessary power and authority to execute, deliver and perform this Agreement.

21.3. Save as expressly provided in this Agreement, no other representation or warranty, express or implied, is made by either Party. Each Party shall promptly notify the other Party if any representation ceases to be true, accurate or complete in any material respect.



22. Liability

- 22.1. The Manager shall be liable to the Client for any Losses incurred by the Client only to the extent that such Losses arise under the law of contract and are the direct result of any act or omission taken or omitted by the Manager or a Delegate during the term of, and under, this Agreement which constitutes negligence, wilful default or fraud of the Manager, such Delegate or their directors, officers or employees in providing any of the services under this Agreement. Without prejudice to Clause 22.4, the Manager shall not otherwise be liable for any other Losses suffered by the Client including Losses arising from:
- a) the Manager carrying out or relying on any Instructions or on any information provided or made available to the Manager by the Client, the Custodian, any agent of the Client or any person appointed or retained by the Manager under Clause 9;
 - b) any delays due to market conditions or changes in market conditions;
 - c) any delayed receipt, non-receipt, loss or corruption of any information contained in any electronic communication or for any breach of confidentiality resulting from email communication or any consequential loss arising from either of the foregoing; or
 - d) acts or omissions (including negligence, wilful default, fraud or insolvency) of any other person (including Counterparties, the Custodian and external data providers), unless otherwise specified in this Agreement.
- 22.2. Without prejudice to Clause 22.4, the Manager shall not be liable in any circumstances for any Losses that constitute indirect, special or consequential loss, loss of profits, loss of savings, pure economic loss, loss of opportunity, loss of goodwill or loss of reputation in connection with or arising out of this Agreement.
- 22.3. The Manager shall not be responsible for any Losses incurred after the Termination Date under this Agreement unless and to the extent that the act or omission causing such Losses can be evidenced to have occurred prior to the Termination Date under this Agreement.
- 22.4. Nothing in this Agreement shall exclude or restrict any duty or liability which the Manager may have to the Client under FSMA or the FCA Rules.

23. Indemnification

- 23.1. The Client indemnifies the Manager and any Delegate and their directors, officers and employees against any and all Losses paid, suffered or incurred by the Manager or the Delegate or their directors, officers or employees, directly or indirectly arising as a result of:
- a) the performance by the Manager or any Delegate of their duties under this Agreement; or
 - b) carrying out or relying on any Instructions and any information provided or made available to the Manager by the Client, the Custodian or any other agent of the Client or the Custodian, except to the extent that such Losses result directly from the negligence, wilful default or fraud of the Manager or any Delegate or their directors, officers or employees in providing the services under this Agreement.
- 23.2. Any indemnity given to the Manager or any Delegate under this Agreement is in addition to, and without prejudice to, any indemnity allowed to the Manager or any Delegate under applicable law.

24. Tax and accounting

- 24.1. The Client shall remain responsible for the management of its affairs for tax and accounting purposes. The Manager shall not provide the Client with tax advice or accounting advice or services. Subject to any specific requirements set out in the Guidelines, the Manager shall have no responsibility to take into account the Client's tax status in providing the services under this Agreement.
- 24.2. The Client shall promptly provide to the Manager all information or documents that are requested by any tax authority of the Manager in respect of the Client.
- 24.3. The Manager is under no obligation to report to the Client on the tax consequences of buying or selling assets in the Portfolio.



25. Instructions

- 25.1. The Client may, from time to time, give Instructions to the Manager directing the Manager to take, or refrain from taking, particular actions under this Agreement.
- 25.2. Any direction given to the Manager seeking to amend or vary the terms of this Agreement shall not be deemed to be an Instruction and shall be subject to the provisions of Clause 39.
- 25.3. The Manager shall be entitled to rely upon any Instruction from an Authorised Person, or from such other person where the Manager reasonably believes the Instruction to be from an Authorised Person, whether or not the authority of such person is then effective and without further enquiry of the Client in relation to the genuineness, authority or identity of the Authorised Person.
- 25.4. The Manager shall acknowledge Instructions received from the Client by acting on them unless the Client is promptly advised that the Manager believes:
 - a) such Instructions to be conflicting or ambiguous;
 - b) such Instruction was not given by an Authorised Person; or
 - c) such action may not be practicable or might result in a breach of this Agreement or any applicable law or regulation.
- 25.5. The Manager shall not be obliged to give or make any other acknowledgement of Instructions.

26. Litigation assistance

- 26.1. The Manager shall have no authority or responsibility to take any action in the name of or on behalf of the Client with regard to any Litigation, including, without limitation, to file proofs of claim or other documents, or to investigate, initiate, join, monitor or settle any Litigation.⁶⁶
- 26.2. The Client shall be solely responsible for:
 - a) keeping itself informed of any Litigation in which it may have a claim or for arranging for the Custodian or another third party to do so; and
 - b) investigating, initiating, joining, monitoring and settling any such Litigation.
- 26.3. Notwithstanding the foregoing, the Manager may, at the reasonable request of the Client, agree to disclose information held by the Manager directly relevant to such Litigation, subject to any duty of confidentiality owed to any third party by the Manager and provided that the Manager shall be fully indemnified to its reasonable satisfaction for all Losses that may be incurred or suffered by the Manager in connection with such disclosure.

27. Work-outs

- 27.1. The Manager will not participate in Work-outs

28. Termination

- 28.1. This Agreement shall continue until terminated in accordance with this Clause 28. This Agreement shall remain in full force and effect up to the Termination Date except as provided in Clause 28.6.
- 28.2. If at any time a Termination Event with respect to a Party has occurred, either Party may, by written notice to the other Party specifying the relevant Termination Event, designate a Termination Date not earlier than the day such notice is effective.
- 28.3. The Manager may at any time terminate this Agreement on 30 Business Days' written notice. The Termination Date shall be the first Business Day which falls 30 Business Days after the date on which written notice given to the Client was effective or such later date as specified in the notice.
- 28.4. The Client may at any time terminate this Agreement on written notice to the Manager. Such notice shall designate a date as the Termination Date which may be the same Business Day as the day on which written notice is given but shall not be more than 30 Business Days after the date on which written notice given was effective (in both cases, the date on which written notice was given will be determined in accordance with the provisions of Clause



33).

- 28.5. Unless otherwise agreed between the Parties, in circumstances where the Manager terminates this Agreement pursuant to Clause 28.3, the Manager shall continue to supply the Investment Management Service up until the Termination Date and shall cooperate with and take such steps as the Client may reasonably require in order to effect the orderly termination of this Agreement and to transfer the Portfolio or an amount equal to the Portfolio to or at the direction of the Client.
- 28.6. Unless otherwise agreed between the Parties, in circumstances where the Client terminates this Agreement pursuant to Clause 28.4, the Client agrees and acknowledges that with effect from the Cessation of Investment Management Service Date up to and including the Termination Date, the following terms shall apply:
- a) the Manager shall cease to provide the Investment Management Service and in particular:
 - i. the Manager will not effect any new purchases of assets in relation to the Portfolio provided that transactions already effected but awaiting settlement will be unaffected and shall settle as normal;
 - ii. the Manager will not effect any new sale transactions in relation to the Portfolio except pursuant to specific Instructions from the Client;
 - iii. the Manager shall not enter into new foreign exchange transactions (including renewing or so called "rolling-over" existing foreign exchange transactions) or derivative transactions in relation to the Portfolio except foreign exchange transactions required to cover any purchases effected prior to the Cessation of Investment Management Service Date;
 - iv. the Manager shall not re-invest income, dividends, proceeds of sale or other cash balances and that the cash limits in the Guidelines may be exceeded as a result; and
 - v. the Manager will undertake any corporate action decisions which it reasonably believes necessary;
 - b) the Manager will no longer be responsible for compliance with the Guidelines or achieving the investment objectives and the Client acknowledges that the performance of the Portfolio may fall short of the performance otherwise achievable for an on-going portfolio;
 - c) the performance measurement for the Portfolio shall end with effect from [the Cessation of Investment Management Service Date]/[the Termination Date]/[such date as is agreed between the Parties];
 - d) the Manager will continue to vote all proxies in accordance with its proxy voting policy;
 - e) the Manager will not be responsible for undertaking any transactions affecting the Portfolio intended to facilitate reorganisation of the Portfolio by the Client or any other person except under separate written agreement between the Client and the Manager; and
 - f) the Manager may direct the Custodian to retain or realise any investments of the Portfolio as may be required to settle transactions already initiated or to pay any outstanding liabilities of the Client in either case without prior notice to the Client. If there is a dispute as to the payment of fees to the Manager, the Client may require the disputed amount to be held in a third party escrow account pending resolution of the dispute.
- 28.7. The Manager will continue to provide periodic statements pursuant to Clause 18.2 up to the Termination Date.
- 28.8. The Client shall pay:
- a) the fees and expenses of the Manager due up to the Termination Date; and
 - b) any additional expenses necessarily incurred by the Manager in terminating the Agreement, and the Client shall bear any losses necessarily realised in settling or concluding outstanding obligations.
- 28.9. Termination of this Agreement shall not affect accrued rights, existing commitments or any contractual provision intended to survive termination.

29. Confidentiality

- 29.1. Each Party shall treat Confidential Information as confidential and shall not disclose such information except if:



- a) it is required to do so under applicable law;
 - b) it is so requested by competent regulatory or fiscal authorities or a court or tribunal of competent jurisdiction;
 - c) it is disclosed in confidence to its advisers, auditors or insurers where reasonably necessary for the performance of their professional services; or
 - d) it is disclosed in confidence to its industry body for the purpose of compiling and publishing industry statistics or analysis.
- 29.2. Notwithstanding Clause 29.1, the Manager may disclose in confidence any Confidential Information to any person (including, without limitation, Affiliates, Delegates, Counterparties (in accordance with market practice) or any other persons) in all cases only to assist or enable the proper performance of its services and to enforce its obligations and rights under this Agreement. The Manager may disclose such facts about the appointment in a press release as the Manager and the Client may agree.
- 29.3. Notwithstanding Clause 29.1, the Manager may disclose any Confidential Information to a competent regulatory authority as may be required in order to assist the Client in complying with its obligations under applicable law in connection with the services provided for under this Agreement.
- 29.4. Confidential Information shall remain confidential for a period of two (2) years from the Termination Date of this Agreement.
- 29.5. The Parties agree that damages may not be an adequate remedy for any breach of this Clause 29 and, accordingly, each shall be entitled (but not limited) to seek injunctive or other equitable relief restraining the other from breaching this Clause 29.
- 29.6. In providing the services under this Agreement, neither the Manager, its Affiliates or a Delegate shall be obliged to disclose or to take into consideration (or to require any third party to disclose or take into consideration) any information:
- a) the disclosure or use of which might breach any prohibition, duty or confidence to any other person or arising under any applicable law;
 - b) which comes to the notice of an employee, officer or agent of the Manager, its Affiliates or a Delegate, but properly does not come to the actual notice of an individual managing the Portfolio; or
 - c) relating to the nature or extent of any interest the Manager or any Affiliate has in any investments.
- 30. Data protection**
- 30.1. Each Party will comply with Data Protection Laws.
- 30.2. In order to provide the services the Manager or a Delegate may need to:
- a) communicate with the Client's trustees, owners, officers and employees ("**Client Contacts**") in relation to the services;
 - b) process identification details of the Client Contacts in order to confirm their identities;
 - c) check such Personal Data against databases of individuals who are subject to sanctions, classified as "politically exposed persons" or have committed crimes and to follow up any suspicions to ensure that the Manager complies with its anti-money laundering and terrorism obligations and to avoid fraud itself;
 - d) record or monitor communications as set out in Clause 31;
 - e) use such Personal Data to meet the Manager's compliance and regulatory duties; and /or
 - f) transfer such Personal Data outside the European Economic Area and the UK and disclose it to anti- fraud organisations and law enforcement or regulatory agencies anywhere in the world,
and the Manager will be acting as a data controller in respect of such processing.
- 30.3. Where the Client provides the Manager with Client Contact details or where requested to do so by the Manager, the Client will notify such individuals that the Manager may need to process their Personal Data for the



purposes set out in Clause 30.2.

- 30.4. The Manager will maintain a data protection fair processing notice on its website setting out the details of such processing and all other information required by, and in compliance with, Data Protection Laws, which the Client will also refer Client Contacts to when it makes a notification under Clause 30.3.

31. Communications and Taping

- 31.1. Subject to compliance with applicable law, either Party may record telephone conversations with the other. The Manager may record or monitor telephone conversations and other communications with or by the Client (including mails, emails or documentation of client orders made at meetings). The Client agrees that the Manager may deliver copies or transcripts of such recordings to any court or competent authority. A copy of any such conversations with the Client and communications with the Client will be available on request for a period of five years (or, where requested by the FCA, for a period of up to seven years) from the date when the record is made.
- 31.2. The Manager will communicate with the Client in English and, subject to Clause 33, will communicate with the Client as considered appropriate, including through the Manager's website, by email or otherwise. The Client hereby consents to receiving communications and reports under this Agreement (including but not limited to valuations) electronically. The Client understands that documents are only available online and the Client will not receive a printed version. A paper copy of such communications and reports will be available to the Client upon request however a charge of £15 per document plus postage will be payable by the client and at the discretion of the Manager.

32. Force Majeure

No Party to this Agreement shall be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if and to the extent that such failure or delay is due to an event of Force Majeure.

33. Notices

Any notice in respect of this Agreement may be given in any manner set forth below to the address and/or email provided in Schedule 5, or to such other address as shall be notified in accordance with this Clause 33 by that Party to the other Party from time to time and will be deemed given as indicated:

- a) if in writing and delivered in person or by courier, on the date it is delivered;
- b) if sent by registered or certified mail or equivalent, on the date that mail is delivered; and
- c) if sent by electronic messaging system including email, on the date that electronic message is acknowledged by the recipient,

unless the date of delivery or that receipt, as applicable, is not a Business Day or that notice is delivered, received or acknowledged, as applicable, after 5pm local time in London on a Business Day, in which case that notice shall be deemed given and effective on the first following day that is a Business Day.

34. Complaints

All formal complaints by the Client relating to the services provided by the Manager under this Agreement should in the first instance be made in writing to the compliance officer of the Manager. Subsequently, the Client may have a right to complain directly to the Financial Ombudsman Service. A copy of the Manager's complaints management policy is available on request and will otherwise be provided in accordance with the FCA Rules.

35. Compensation

The Client may be entitled to compensation from the Financial Services Compensation Scheme if the Manager cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Generally, a professional client will not be eligible for compensation.



36. Assignment

- 36.1. Save as provided in this Clause 36, neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 36.2. The Client agrees that the Manager may assign its rights under this Agreement to one or more of its Affiliates by giving the Client notice which shall specify a date upon which the assignment shall become effective.

37. Entire agreement, waivers and remedies

- 37.1. This Agreement, including its Schedules (as amended from time to time) and any current Instructions, constitutes the entire agreement between the Manager and the Client with respect to services relating to the Portfolio. This Agreement supersedes all prior understandings, arrangements, agreements, representations, proposals or communications between the Parties, whether written or oral. Neither Party has relied on any statements or representations during the negotiations other than those expressly incorporated in this Agreement.
- 37.2. No failure on the part of a Party to exercise, nor delay by it in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or any right or remedy preclude any other further exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 37.3. So far as permitted by law, and except in the case of fraud, the Client agrees and acknowledges that its only rights and remedies shall be for breach of the terms of this Agreement, to the exclusion of all other rights and remedies including those in tort or arising under statute.

38. Illegality

The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of this Agreement nor the legality, validity or enforceability of any other provision.

39. Amendment

This Agreement, including the Schedules, may not be amended without the prior written agreement of the Parties except that:

- a) the Manager may amend the Agreement in order to comply with, or to make the Agreement consistent with, any legal or regulatory requirements or changes to which the Manager may be subject by providing a written notice to the Client of such amendment;
- b) the Client may from time to time notify the Manager in writing of any changes to the Authorised Persons; and
- c) either Party may amend their contact details in Schedule 5 by providing written notice to the other Party of such amendment.

Any amendment under sub-Clauses a), b) and c) shall take effect on the date specified in the written notice.

40. Rights of third parties

A person who is not a Party to this Agreement (other than a successor in title, permitted assignee or Indemnified Person) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

41. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.



42. Signatures and signing

The parties agree that this Agreement may be executed by a party by means of an electronically-produced signature, which shall have the same legal effect as if, such signature had been manually written and that the Agreement shall be deemed to have been signed for the purposes of any statute or rule of law that requires such documents to be signed. The parties acknowledge that, in any legal proceedings between them in any way relating to this Agreement, each party expressly waives any right to raise any defence or waiver of liability based upon the execution of a document by a party by means of an electronically-produced signature.

43. Governing law and jurisdiction

- 43.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 43.2. The Parties agree that the English courts shall have exclusive jurisdiction to determine any Proceedings. Each Party irrevocably submits to the exclusive jurisdiction of the English courts in respect of such Proceedings and waives any objection to any such Proceedings in such courts on the grounds of venue, waives any claim that Proceedings brought in such courts have been brought in an inappropriate or inconvenient forum and further waives the right to object, with respect to such Proceedings, that such courts do not have any jurisdiction over such Party.
- 43.3. The Client irrevocably appoints the process agent (if any) specified in Schedule 5 to receive, for it and on its behalf, service of process of any Proceedings. Nothing in this Agreement will affect the right of the Manager to serve process in any other manner permitted by law.]

The Parties have executed this Agreement on the respective dates specified below with effect from the Effective Date, either by signing this document in paper form, or via an electronically-produced signature.

Signed for and on behalf of the Manager

By:

Title: Investment Director

Print Name: Martin Nelmes

Date: _____

Signed [by][for and on behalf of] the Client: _____

B: Title: _____

Print Name: _____

Date: _____



We encourage you to submit your application electronically however, where a paper copy is signed, copy to be signed and returned to the following:

The Investment Director,
On-Line Partnership Ltd,
On-Line House,
50-56 North St,
Horsham,
West Sussex
RH12 1RD



Schedule 1 - List of Authorised Persons of the Client

Schedule 2 – Guidelines

Our model portfolios are designed to align with the clients risk rating and investment objectives. Our portfolios are constructed with funds that have been assessed and rated by the Investment Management Team (IMT) and our external investment consultancy RSMR Ltd using independent fund research, due diligence (initial and on-going) and asset allocation tools. In addition we use best in class research software providers such as Capita Financial ('Synaptics'), Asset Q and Financial Express ('FE Analytics') to build and monitor portfolios.

The following investment criteria has been determined and is regularly reviewed by the IMT and approved by the In Partnership Investment Committee (IC). Each portfolio is:

- Quarterly risk rated (as a minimum);
- made up of a minimum of 5 multi asset or multi-indexed funds;
- comprised of funds that have top 2 Quartile performance over 3 years versus their peers (from the IMT list of approved funds); and

In addition to the above, the Income portfolios are:

- comprised of funds that have consistently generated yields in excess of CPI +2% over 3 years; and
- comprised of funds that are in the top Quartile for drawdown over 3 years.

Our model portfolios are risk rated to meet clients with the following attitude to risk:

Accumulation

- Moderately Cautious
- Balanced
- Moderately Adventurous
- Adventurous

Income

- Moderately Cautious
- Balanced

Passive

- Moderately Cautious
- Balanced

Schedule 3 – Fees

The Discretionary Management fee will be 0.20% of assets under management and will be deducted on a monthly basis in arrears, based on the average daily valuation of funds under management in the month in question'.

Schedule 4 – Derivatives

Derivatives will not be traded

Schedule 5 - Manager and Client details



With respect to the Manager: Address:

On Line Partnership Ltd

ON-LINE HOUSE

50-56 NORTH STREET, HORSHAM, WEST SUSSEX, RH12 1RD

Telephone: 01403 214 200

Attn: The Investment Director

Email: investmentinfo@inpartnership.net

With respect to the Client:

Address: _____

Telephone: _____

Email: _____

Client's process agent (where relevant): _____

Address: _____

Telephone: _____

Attn: _____ [by reference to position]

Email: _____