

PLATFORM AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 TILLIT Limited (“**TILLIT**”), a company incorporated in England & Wales (company number 12357713) whose registered office is at 42-46 Princelet Street, London, E1 5LP, is authorised and regulated by the Financial Conduct Authority (the “**FCA**”) of 12 Endeavour Square, London E20 1JN, United Kingdom (FCA registration number 983417). As such, we are subject to the FCA Rules in our dealings with you.
- 1.2 These terms and conditions including the annexes (the “**Agreement**”) set out the basis on which you can open and operate one or more general investment accounts, and/or a stocks and shares individual savings account, and/or a self-invested personal pension account, (each being an “**Account**” and together your “**Accounts**”) and we will arrange for you to invest in Funds via our Platform. The Agreement will be legally binding when you accept these terms. You should read them carefully.
- 1.3 We will not carry out execution, clearing, settlement or custody services for you but have appointed a third party, Seccl Custody Limited (the “**Custodian**”) on your behalf to provide these services in respect of your Accounts. We have entered into an agreement with the Custodian, as your agent, for the Custodian to provide execution, clearing, settlement, custody and associated services to you. You therefore have a direct relationship with the Custodian for the custody of your investments, which is governed by the terms provided to you at **Annex 1** to this Agreement (the “**Custody Terms**”). It is important that you read the Custody Terms at **Annex 1** as they are legally binding on you and create direct contractual rights and obligations between the Custodian and you. If you wish to invest through a stocks and shares individual savings account, you will also be deemed to have consented to the Custodian’s individual savings account terms and conditions as reproduced in **Annex 2**. If you wish to invest through a self-invested personal pension account, you will also be deemed to have consented to the Custodian’s self-invested personal pension terms and conditions as reproduced in **Annex 3**.
- 1.4 Please note that the Custody Terms and the Custodian’s individual savings account terms and conditions and self-invested personal pension terms and conditions may be amended by the Custodian from time to time as set out in the relevant terms. We will provide you with updated Custody Terms and/or individual savings account terms and conditions and/or self-invested personal pension terms and conditions when we are in receipt of the same.
- 1.5 By entering into this Agreement, you agree that:
 - 1.5.1 We are authorised to enter into an agreement with the Custodian, acting as your agent, for the provision by the Custodian of execution, clearing, settlement, custody and associated services in respect of your Orders, and you accept and are bound by the Custody Terms (and, if applicable, the Custodian’s individual savings account terms and conditions as reproduced in **Annex 2** and/or self-invested personal pension terms and conditions as reproduced in **Annex 3**);
 - 1.5.2 We are authorised to give instructions (as provided for in the Custody Terms and in this Agreement) and provide information concerning you to the Custodian and the Custodian is entitled to rely on any such instructions or information without further enquiry;
 - 1.5.3 The Custodian is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from any of your Accounts to meet your settlement or other obligations to the Custodian;
 - 1.5.4 Neither we nor the Custodian provide investment advice or give advice or offer any opinion regarding the suitability or appropriateness of any Order;
 - 1.5.5 We are not responsible for the Custodian’s actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system (as defined in the FCA Rules);

- 1.5.6 We are authorised to arrange for an alternative custodian and/ or third party broker to provide execution, clearing, settlement, custody and associated services in respect of your Orders and to enter into agreements, acting as your agent, to give effect to such arrangements. We will act in good faith in the selection of any such alternative custodian and/ or third party broker and satisfy ourselves that the person(s) is competent to carry out its functions and responsibilities. We will give you at least fourteen (14) days' notice of any such change and the terms and conditions that will apply, unless the change is made to reflect a change of applicable law or is in your favour in which case it may take effect immediately or otherwise as we may specify.
- 1.6 References to “we”, “our” or “us” are to TILLIT. References to “you” or “your” are references to the user of the Platform for the purpose of investing in Funds.
- 1.7 Unless the context dictates otherwise, capitalised terms used in this Agreement will have the meanings given to them in **clause 37**.
- 1.8 Please read this Agreement carefully before using the Platform and investing in Funds. By using the Platform, you agree to be bound by the Agreement.
- 1.9 As further explained in **clause 5**, we do not provide investment advice and we are not required to assess the suitability for you of any services we may provide to you or the Funds available via our Platform, based on an assessment of your knowledge and experience or financial position. We strongly recommend that you seek independent advice before investing.
- 1.10 **Right to cancel:** If your Agreement with us is concluded “at a distance”, which means you did not meet a TILLIT employee prior to its conclusion, you may cancel your Agreement with us within thirty (30) days from the date it began. You can do this by notifying TILLIT of your decision to cancel by post using the contact details provided at **clause 28** or by creating a support request on the Platform. If you exercise your right to cancel properly, we will cease the provision of our services to you and terminate the Agreement, but such cancellation will not affect those services that have already been provided or are in the course of being provided and you will be liable for any fees incurred as further described in **clause 17**. If you do not cancel this Agreement in accordance with the provisions of this clause, this Agreement will continue until terminated in accordance with **clause 16**. If you apply to open a self-invested personal pension account you also have other cancellation rights under the Custodian’s self-invested personal pension terms and conditions as reproduced in **Annex 3**.
2. **OPENING AN ACCOUNT**
- 2.1 You must open an Account by registering your details on the Platform and providing any valid personal identification documents requested by us. As part of the registration process you will be required to accept this Agreement and our privacy policy, which constitutes the entire agreement between you and us in relation to providing the services on the Platform.
- 2.2 If your application is successful, we will open an Account in your name on the Platform. We have the right to decline the request to open the Account without providing reasons for doing so and with no right to any compensation.
- 2.3 In order to open an Account you must:
- 2.3.1 Have sufficient legal capacity to enter into the Agreement;
- 2.3.2 Be at least eighteen (18) years of age (or a higher minimum age limit prescribed by applicable law); and
- 2.3.3 Provide valid personal identification documents which contain your photograph, signature, name and personal identification number (such as an identity card or passport).
- 2.4 Please note, if you wish to invest through an individual savings account or a self-invested personal pension account, additional eligibility requirements apply, as set out in **Annex 2** and **Annex 3**, as applicable.

3. **OUR SERVICE**

- 3.1 You may use the Platform to invest in Funds by placing Orders with us on the terms set out in this Agreement. Following a successful application to open one or more Accounts on the Platform, we will be entitled to assume that any Orders placed via any of your Accounts on the Platform are placed by you and will not be required or expected to confirm the validity of any such Orders. You acknowledge and agree that all Orders and any other instructions given by you to us through the Platform must be sent by you personally and not by any other person. We will operate the Platform and, in accordance with this Agreement, allow you to access the Platform and use the functions available on the Platform.
- 3.2 We will not execute your Orders ourselves but will transmit them to the Custodian, who will be responsible for execution. We cannot control the execution of your Orders (including the timing of execution) once we transmit them to the Custodian and there is no guarantee that either we or the Custodian will accept your Order. Your Order may not be accepted if it gives rise to too much risk for the Custodian or if dealing is no longer available or is suspended in the Fund or class of Share to which your Order relates.
- 3.3 We will not handle client money and will not accept or receive client money. Money for the purposes of your Orders under this Agreement must be transferred to the Custodian. Client money will be handled by the Custodian in accordance with the Custody Terms.
- 3.4 We do not hold your Shares after you acquire them. The Custodian will arrange for your Shares to be held in accordance with applicable law and will be responsible for safeguarding your Shares in accordance with the Custody Terms (further information in relation to the arrangements for holding your Shares is set out in **clause 10**).
- 3.5 You acknowledge and agree that we are not obliged to make any particular Funds or Shares available to you through the Platform and any failure to make any particular Fund or class of Share available will not constitute a breach of this Agreement by us. We may withdraw any or all Funds or Shares from the Platform at any time without notice to you.

4. **ACCESSING THE PLATFORM**

- 4.1 We will provide you with security details to access each of your Accounts on the Platform. You must take all reasonable steps to keep your Account password, security codes or any other Account details private at all times and never disclose it to anyone. We will never ask you to provide your password to us or to a third party and you must never allow anyone to access any of your Accounts or watch you accessing any of your Accounts. We recommend that you change your password regularly in order to limit the risk of any of your Accounts being compromised.
- 4.2 You are responsible for monitoring your Accounts and must ensure that you read all messages that have been sent to you. If you have any indication or suspicion of any of your Accounts, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password immediately and contact us without undue delay.
- 4.3 We may suspend any of your Accounts and access to the Platform if we have reasonable grounds to suspect:
- 4.3.1 The security of the account or any of its security features have been compromised;
 - 4.3.2 An unauthorised or fraudulent use of any of your Accounts has occurred;
 - 4.3.3 Any of your Account has been used in any way that may not comply with any law or regulation;
 - 4.3.4 You are not UK resident; or
 - 4.3.5 Any of the information or documentation provided by you or on your behalf in relation to your identity, financial standing and/ or source of funds is misleading, incomplete or inaccurate.

4.4 Where permitted by applicable law, we will usually notify you before any suspension or restriction but we are not obliged to do so. Where we do not notify you in advance of a suspension or restriction, we will notify you after the suspension or restriction has been imposed. We will remove the suspension and/ or the restriction as soon as practicable after the reasons for the suspension and/ or restriction no longer exist.

4.5 You must take all reasonable care to ensure that your email account(s) are secure and only accessed by you, as your email address may be used to in the process of resetting passwords or to communicate with you about the security of any of your Accounts. In case any of the email addresses registered with any of your Accounts are compromised, you should without undue delay after becoming aware of this contact us and also contact your email service provider.

5. **MAKING AN INVESTMENT**

5.1 Through our Platform you will be able to select and invest in Funds which from time to time are available to you. You will only be permitted to place an Order through our Platform subject to passing our anti-money laundering checks and on-boarding processes. You will provide such information as we may reasonably require in relation to such checks and processes, including such information as we may require in order to determine your national client identifier. We may, in our absolute discretion, refuse to accept or transmit an Order without providing any reasons.

5.2 In placing an Order, you agree that you have done so solely based on information made available to you via the Platform, together with any independent knowledge that you may have and professional advice that you may have received. We will not provide you with financial, legal, tax or similar advice and nothing we do, nor anything that is on the Platform (whether produced by us or any other party), is to be construed as advice or a personal recommendation by us in relation to an Order, Fund or Share class. You acknowledge that you have complete control and discretion as to whether or not you make an investment. We strongly recommend that you seek independent advice before investing.

5.3 As we do not provide advice, we are not required to assess the suitability for you of any services we may provide to you or the Funds available via our Platform (including any Order you may place or seek to place).

5.4 We may combine your Orders with the Orders of other investors seeking to invest in the same Fund or class of Share (as applicable) (i.e. Orders may be aggregated). In addition, the Custodian, in carrying out transactions in respect of Shares, will do so on an aggregated basis, subject to applicable law. While it is unlikely that the aggregation of Orders and transactions will be a disadvantage to any investor whose Order is to be aggregated, the effect of the aggregation may work to an investor's disadvantage in relation to a particular Order. Please refer to the Custodian's order execution policy, as made available online (<https://seccl.tech/orderexecution>), for further detail.

5.5 Please note that if you wish to invest through a self-invested personal pension account, if you don't place any alternative Order when you open and fund the self-invested personal pension account, the Custodian will be required by law to invest your money in a default fund. You will be presented with details of the default fund during opening your self-invested personal pension account so that you can decide whether to place any alternative Orders.

6. **THE ADDITION, REMOVAL AND TRANSFER OF FUNDS BETWEEN THE MAIN UNIVERSE AND THE DARK UNIVERSE**

6.1 The Platform is separated into the:

6.1.1 Main Universe; and

6.1.2 Dark Universe.

6.2 We may from time to time:

6.2.1 make additional Funds available on the Platform;

6.2.2 transfer any Funds from being available on the Main Universe to only being available in the Dark Universe; and

- 6.2.3 transfer any Funds from being available in the Dark Universe to only being available in the Main Universe.
- 6.3 Further information relating to the Main Universe and the Dark Universe, including the differences between them, is set out in **clause 15** and also on the Platform at <https://tillitinvest.com/the-dark-universe>.
- 6.4 We may suspend or remove any Fund or Share class from being made available on our Platform, or transfer a Fund or Share class from the Main Universe to the Dark Universe or from the Dark Universe to the Main Universe, without otherwise terminating this Agreement and without notice to you. Subject to **clause 15**, notwithstanding the suspension or removal of a Fund or Share class from being made available on the Platform, or the transfer of any Fund or Share class from the Main Universe to the Dark Universe or from the Dark Universe to the Main Universe, this Agreement will remain in full force and effect in respect of any Shares in such Fund that were purchased under this Agreement before such suspension, removal or transfer, and such Shares will continue to be held in the name of the relevant registered Shareholder, in each case until such Shares are redeemed or transferred.
- 6.5 If you have any questions relating to our transfer arrangements as described in this **clause 6**, please contact us at transfers@tillitinvest.com.

7. **RISK WARNINGS**

You must familiarise yourself with the risks related to investing in Funds and/or Shares before making a decision to invest. Risk warnings can be found on our Platform. Please note that the distribution you receive from a Fund and/or Share class (as applicable) depends on many factors. The value of your investment in a Fund may go down as well as up. Any past performance of any Fund or class of Share is not an indicator of future performance. The tax treatment of your investments will depend on your individual position and may be subject to change. We do not provide advice of any kind and we strongly recommend that you seek independent advice before investing.

8. **RETURN**

- 8.1 Once you have made an investment, any distribution you receive will be paid in accordance with the terms of the relevant Fund Agreement and/or Prospectus, a copy of which you can obtain directly from the relevant Provider, and/or as summarised in the relevant Factsheets and Key Investor Information Documents which will be made available to you via the Platform.
- 8.2 The Custodian will be responsible for receiving and claiming dividend payments, fund distributions and interest payments to be credited to you in accordance with the Custody Terms.
- 8.3 You may have to pay taxes or other costs which are not imposed by us, including on any gains on your investment or income arising from them. If we are required to pay any withholding tax or other levies on your behalf, we reserve the right to deduct such amounts or otherwise require you to pay or reimburse us for such payments. Individual tax treatment will vary depending on an individual's particular circumstances and is subject to change. We will not provide you with tax advice and we strongly recommend that you seek independent advice before investing.

9. **CLIENT MONEY**

- 9.1 The Platform allows you to deposit money into client money bank accounts operated by the Custodian in accordance with the Custody Terms and the FCA Rules. Those amounts can then be used by you to make investments through the Platform.

10. **SAFE CUSTODY**

- 10.1 We do not and cannot accept or hold client assets or money.
- 10.2 Without prejudice to **clause 10.5**, By entering into this Agreement, you authorise us to appoint the Custodian, as your agent, to provide custody for your investments and to hold money that belongs to you. We will exercise all due skill, care and diligence in the selection, appointment and periodic review of the Custodian.

- 10.3 In providing custody services under the Custody Terms, the Custodian is responsible for the safekeeping of your investments (including dealing with any cash). The Custodian will also execute, clear and settle any transactions that we instruct the Custodian to effect under this Agreement, and collect income, interest, distributions, dividends and other payments in respect of your investments.
- 10.4 The Custodian will, in accordance with the FCA Rules, usually register your Shares in the name of a nominee, which will usually be a wholly-owned, non-trading subsidiary of the Custodian, which acts under its direction (the “**Nominee**”). The Custodian will operate the Nominee and hold legal title on your behalf in accordance with the Custody Terms. You remain the beneficial owner of the Shares, meaning that they are always treated as belonging to you.
- 10.5 Please note, your investments and cash held within a self-invested personal pension account are held by the Custodian for the Trustee who owns all the assets in the pension scheme for its members in accordance with their contributions, meaning your investments are always treated as designated to your self-invested personal pension.

11. **FUNDING YOUR ACCOUNT**

- 11.1 As part of your application to open an Account, and without prejudice to the rest of this **clause 11**, you must provide us with details of the bank account from which you intend to make payments and into which you wish to receive payments (your “**Nominated Account**”). Your Nominated Account must be in your name. If you wish to change your Nominated Account, you must notify us in writing, and you must provide such information/ evidence as we may request to prove that the new nominated account is held in your name. Any changes to your Nominated Account will only become effective once accepted by us in writing.
- 11.2 You may fund your investments by electronic bank transfer from your Nominated Account to the client money bank account of the Custodian. We will provide you with further information on the process for funding your investments during the registration process. We reserve the right to refuse to accept any particular funding transaction or to disable any particular funding method in our sole discretion.
- 11.3 We use a tool provided by TrueLayer Limited (“**TrueLayer**”) to initiate payments from your payment account. When you instruct a payment via our platform using TrueLayer, TrueLayer's terms of service which are available at www.truelayer.com (“**Terms of Service**”) will apply to the payment initiation. The Terms of Service set out the terms on which you agree to TrueLayer initiating payment from your payment account. TrueLayer is subject to UK and EU data protection laws and is required to treat your data in accordance with those laws, as well as the Terms of Service and TrueLayer’s Privacy Policy (<https://truelayer.com/privacy/>). TrueLayer Limited is authorised and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 and the Electronic Money Regulations 2011 (Firm Reference Number: 901096).
- 11.4 Investments through a self-invested personal pension account can also be funded by your employer by electronic bank transfer or standing order to the client money bank account of the Custodian, subject to us entering into a separate employer agreement with your employer and verifying your employment with your employer. Once we have entered into the employer agreement and your employment is verified, we can accept payments from your employer into your self-invested personal pension account. You must tell us as soon as possible if there is a change to your employment status with an employer from whom we accept payments into your self-invested personal pension account.
- 11.5 If you only wish to invest through a self-invested personal pension account and you do not wish to make any direct contributions to this Account yourself (i.e. you only expect contributions to be paid in by your employer, or you only wish to transfer in an existing pension and not make any further contributions) then we may, at our discretion, agree to accept an application to open an Account without your bank account details. However, you will need a Nominated Account to take retirement benefits from your self-invested personal pension, so if you are close to retirement you may wish to provide bank details as part of your application.

12. **STATEMENTS, VALUATIONS AND CONFIRMATIONS**

- 12.1 You can view information about your cash balances and investment(s) on the Platform. There may be a discrepancy between your cash balances and/or investment(s) as displayed on the Platform and the actual position and/or a delay in such information being updated. Reports and other information will be provided to you in an electronic format, in accordance with **clause 29**.
- 12.2 We provide no warranty, representation or assurance as to the accuracy of the information relating to Funds and/or your investments that is included on the Platform or relating to any of your Accounts other than as required under the FCA Rules. In this regard, we will provide the market or estimated value of your investments on a best efforts basis, in accordance with the FCA Rules.
- 12.3 Where applicable, you will also be provided with confirmations of transactions we have arranged for you to enter into (including confirmations of your investment(s) in the Funds). Such confirmations will be provided by us and may be provided through the Platform, in accordance with **clause 29**.

13. **TRANSFER PROVISIONS**

- 13.1 You may be entitled to transfer your interest in a Fund and/or class of Share (as applicable) pursuant to the provisions of the relevant Fund Agreement and/or Prospectus.
- 13.2 In the event of your death, the Custodian will hold your investments until we receive the sealed office copy of the grant of representation and instructions from your duly authorised personal representative(s), except in relation to any self-invested personal pension account you invest through, where the terms set out in **Annex 3** relating to what happens on your death will apply.

14. **IN SPECIE TRANSFERS**

- 14.1 Subject to **clause 14.3**, you are able to make an in specie transfer of Shares that you hold with another investment services provider to us, where they will be held by the Custodian in accordance with the terms of this Agreement (including **Annex 2**) by submitting an Order through the Platform. An in specie transfer means that your Shares will be transferred in their current form without you having to sell them down to cash/liquidate them.

- 14.2 We will review any requests for an in specie transfer and let you know whether your request has been successful. Where we accept your in specie transfer request and the in specie transfer relates to:

14.2.1 Shares that are currently offered in the Main Universe, the transferred Shares will be included on the Main Universe in the same way as Shares that you purchase directly through our Main Universe;

14.2.2 Shares that are not currently offered on the Main Universe and are listed on the Platform at <https://tillitinvest.com/thedarkuniverse>, we may offer you the ability to place the transferred Shares on our Dark Universe until such time as:

- (a) the particular Shares are added to the Main Universe, in which case they will be moved across to the Main Universe; or
- (b) you sell the particular Shares.

- 14.3 Please note that additional terms apply to requests to transfer Shares that are held within an existing pension into a self-invested personal pension account, and requests may not always be accepted by the Custodian and/or Shares may not be able to be transferred in specie without having to be sold down to cash/liquidated. The additional terms are contained in the terms set out in **Annex 3**.

15. **THE DARK UNIVERSE**

- 15.1 In relation to Shares that are hosted in the Dark Universe:
- 15.1.1 Orders to sell the particular Shares are permitted, however:
- 15.1.2 Orders to buy the particular Shares (other than Orders to buy Employer-Exclusive Shares):
- (a) are permitted when you already hold the particular Share in the Dark Universe in the relevant Account (i.e. the Share was transferred from the Main Universe under **clause 6** or an in specie transfer was made under **clause 14**);
 - (b) otherwise, when you do not already hold the particular Share in the Dark Universe in the relevant Account, Orders to buy a particular Share that is hosted in the Dark Universe only are not permitted.
- 15.1.3 you will be provided with information relation to the particular Shares such as performance information and fees that are payable.
- 15.2 In relation to Employer-Exclusive Shares that are hosted in the Dark Universe, Orders to buy the particular Employer-Exclusive Share are permitted provided you are employed by the employer to which that Employer-Exclusive Share relates (as verified by us in accordance with **clause 11**) and that employer continues to offer such Employer-Exclusive Shares to its employees using the Platform, or to a particular category of employees using the Platform, to which you belong. We reserve the right to agree with an employer from time to time the terms on which Employee-Exclusive Shares are offered to its employees using the Platform.
- 15.3 If you have any questions relating to our transfer arrangements, please contact us at transfers@tillitinvest.com.

16. TERMINATION

- 16.1 There is no minimum duration of this Agreement. This Agreement may be terminated without penalty at any time by you on written notice to us. We may terminate this Agreement without penalty at any time by giving you at least thirty (30) days' advance written notice.
- 16.2 We may also terminate this Agreement with shorter notice or immediate effect where we have a valid reason for doing so, including:
- 16.2.1 Your death or legal incapacity;
 - 16.2.2 Your bankruptcy, insolvency or inability to pay your debts as they fall due or where we reasonably believe you may not be able to meet your obligations to us under this Agreement;
 - 16.2.3 If you commit a serious or persistent breach of your obligations under this Agreement;
 - 16.2.4 If you fail to provide, within a reasonable time, any information or documents we have requested or for the verification of your identity, source of funds and purpose of the transaction(s), or if you supply us with false, misleading or unsatisfactory information;
 - 16.2.5 If we reasonably suspect that you have acted or will act fraudulently or in breach of applicable law in relation to the matters covered by this Agreement; or
 - 16.2.6 Where continuing to provide you with services under this Agreement would cause or would, in our reasonable opinion, be likely to cause us to be in breach of applicable law or expose us to action or censure from any government, regulator or law enforcement agency.

17. EFFECT OF CANCELLATION OR TERMINATION

- 17.1 Cancellation or termination of the Agreement will not affect:
- 17.1.1 Transactions already initiated which will be completed in accordance with this Agreement;

- 17.1.2 Any fees that you have incurred for which you will remain liable; or
- 17.1.3 Any provisions of this Agreement intended to remain in force after we cease to provide services to you.
- 17.2 If you dispose of any investments as a result of cancellation or termination of this Agreement, you may get back more or less than you put in as a result of price movements over the period and the deduction of fees incurred for the period.
- 17.3 If our Agreement is cancelled or terminated, then we will instruct the Custodian to cash in all the investments it holds for you and pay the proceeds to you (except in relation to investments held in a self-invested personal pension account) or a third party (e.g. a replacement provider of your choice) in accordance with your instructions. The Custodian may, but is not obliged to, facilitate in specie transfers of assets upon cancellation or termination of our Agreement. Further details will be provided upon cancellation or termination of this Agreement. If our Agreement is cancelled or terminated, self-invested personal pension accounts will always need to be transferred to a third party replacement provider. Please refer to the terms set out in **Annex 3** for details of how transfers out to alternative self-invested personal pension providers will be handled.

18. FEES AND CHARGES

- 18.1 Fund charges are set by the relevant Provider and apply at the level of the particular Fund(s) in which you invest. Investment fees and charges (including Fund charges and our fees) will be disclosed to you prior to your investment via the Platform and in the statements and confirmations provided to you, pursuant to **clause 12**. The charges payable for the Custodian's services are included in our fees.
- 18.2 We do not charge any fees for transfers, although the ceding provider may charge you dealing, transfer or exit fees.
- 18.3 The fees for our services are set out on our website at <https://tillitinvest.com/fees> and will accrue from the date cash or investments are first transferred to any of your Accounts unless we agree otherwise. We may, in our absolute discretion, waive or reduce such fees.
- 18.4 Our fees will be charged to your Accounts. You authorise us to instruct the Custodian to:
 - 18.4.1 Deduct our fees and any costs and expenses payable and properly incurred under this Agreement (as more particularly described in **clause 18.5**) from any dealing account maintained by the Custodian in or by reference to your name and pay these sums to us; and
 - 18.4.2 Transfer cash or investments from any of your Accounts to meet your settlement or other obligations to the Custodian.

You should note that pursuant to this **clause 18.3**, we reserve the right to instruct the Custodian to retain your funds to ensure that you meet your payment obligations.

- 18.5 All amounts payable under this Agreement are exclusive of any stamp duty or similar taxes (to the extent applicable) which will be payable in addition by you.
- 18.6 In addition to investment fees and charges, you will be liable for:
 - 18.6.1 Any costs payable and properly incurred under this Agreement, including transfer fees, registration fees, exchange fees, settlement fees, and stamp duty, tax or other fiscal liabilities;
 - 18.6.2 Any interest in respect of overdue amounts payable and properly incurred under this Agreement;
 - 18.6.3 Any additional administrative expenses or legal or other professional costs that we may incur if we agree or are obliged to carry on activities outside the ordinary scope of our services; and
 - 18.6.4 Any costs related to the cancellation or termination of this Agreement.

19. AVAILABILITY OF THE PLATFORM

- 19.1 We will take all reasonable steps to ensure that the Platform is available for you to use at any

time. However, for various reasons there may be times where the Platform may not be available, such as due to technical difficulties where we may not be able to receive your Orders or allow you to access the Platform. If this happens, where possible we will seek to provide you with notice in advance or as soon as we can. You can also contact us by email at talktotillit@tillitinvest.com.

20. INTELLECTUAL PROPERTY

- 20.1 Except as expressly set out in this Agreement, you will not acquire any right, title or interest in or to the Intellectual Property Rights of TILLIT, its affiliates or its or their licensors subsisting in:
- 20.1.1 The Platform;
 - 20.1.2 Software, including software which is or will be used by TILLIT or its affiliates or subcontractors for the purposes of providing the services, which is owned by TILLIT or its affiliates or is licensed to TILLIT or its affiliates by a third party;
 - 20.1.3 Any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in or recorded on any electronic, magnetic, optical or tangible media and which are supplied to you by or on behalf of TILLIT or its affiliates, or which TILLIT, its affiliates or subcontractors generates, processes, stores and transmits pursuant to this Agreement;
 - 20.1.4 TILLIT's documentation, processes and procedures; and
 - 20.1.5 TILLIT's know-how (including all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of know how relating to the services).
- 20.2 Where you acquire (whether by operation of law or otherwise) any right, title or interest in or to Intellectual Property Rights that is inconsistent with the provisions of this **clause 20**, you will assign in writing such Intellectual Property Rights as you have acquired to TILLIT on the request of TILLIT (whenever made).

21. REGULATORY PROVISIONS

- 21.1 Unless we notify you otherwise in writing, we will treat you as a retail client (as defined in the FCA Rules) for the purposes of the FCA Rules and we will provide the services to you on that basis. This classification affords you the highest level of protection under the FCA Rules. You may request us to treat you as a different client classification type but you will need to demonstrate to us that you meet the criteria for such client categorisation. If we agree to treat you as a different client classification type, we will provide you with further information on the protections that you will lose as a result of such reclassification.
- 21.2 Where relevant and where our duty to obtain best execution applies, we will transmit Orders on terms which will lead to the best possible result for you, in accordance with our Best Execution Policy. We will provide you with information on our Best Execution Policy upon request. We may revise our Best Execution Policy from time to time and we will notify you if there are any material changes to it.
- 21.3 By entering into this Agreement, you consent to:
- 21.3.1 The Custodian's order execution policy, which is available online (<https://seccl.tech/orderexecution>); and
 - 21.3.2 Your Orders being executed outside a trading venue (as such term is defined in the FCA Rules).
- Please note that the Custodian's order execution policy may change over time.
- 21.4 We are required to take all appropriate steps to identify and to prevent or manage conflicts of interest between (i) us and our clients; and (ii) between our different clients.
- 21.5 We have put in place a Conflicts of Interest Policy which, in summary, identifies those situations giving rise to actual or potential conflicts of interest (including any circumstances which may give rise to a conflict of interest as a result of the structure and business of our group) and which also

provides details of how those conflicts are to be prevented or managed. We will review our Conflicts of Interest Policy on an at least annual basis and take all appropriate measures to address any deficiencies.

- 21.6 Where the arrangements under our Conflicts of Interest Policy are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of our clients will be prevented, we will provide details of the actual or potential conflict to you before providing the relevant service, so that you can make an informed decision as to whether to continue to deal with us despite the existence of such conflict.
- 21.7 We will provide you with further information on our Conflicts of Interest Policy upon request.

22. COMPLAINTS PROCEDURE AND COMPENSATION

- 22.1 Should you have any complaints regarding our service you should put your concerns in writing to our Chief Executive, setting out the details of your complaint, to the following email address: complaints@tillitinvest.com. You may also contact us using other contact information provided on the Platform and our website.
- 22.2 We will immediately carry out an independent investigation of your complaint and will provide a written response. We will aim to resolve your complaint within three business days. If we cannot resolve your complaint within this timescale, we will notify you and provide an updated timescale. The Financial Conduct Authority gives us eight weeks to respond to complaints in writing, but we will aim to respond within fourteen (14) days of receipt of your written complaint with our final response. If you are not happy with the outcome of your complaint you may be entitled to refer it to the UK Financial Ombudsman Service. Further information is available from the UK Financial Ombudsman Service at www.financial-ombudsman.org.uk or by calling 0800 023 4567.
- 22.3 We are covered by the FSCS. If we cease trading or are declared to be in default and cannot meet our obligations to you, you may be entitled to compensation from the FSCS up to a maximum of eighty five thousand pounds Sterling (£85,000) (or such other value covered from time to time by the FSCS) for investment claims. Further information about the FSCS (including the amounts covered and your potential eligibility to claim) is available at www.fscs.org.uk or by calling 0800 678 1100.

23. WAIVER AND VARIATION

- 23.1 We can only waive a right or remedy provided in this Agreement or by law by express written notice to you.
- 23.2 If we delay or fail to exercise any power, right or remedy under this Agreement this will not operate as a waiver of that power, right or remedy, nor will it impair or prejudice it.
- 23.3 Any single or partial exercise or waiver of any power, right or remedy will not preclude our further exercise or the exercise of any other power, right or remedy.
- 23.4 We may amend this Agreement by giving you at least fourteen (14) days' prior written notice, unless we are required to amend this Agreement with immediate effect due to a legal or regulatory requirement.

24. LIMITATION OF LIABILITY

- 24.1 You acknowledge and accept that the Platform operates as a forum intended to facilitate investment in Funds and it does not make recommendations. We therefore make no promise or assurance, nor assume any liability, in respect of the performance of any of the Funds available through the Platform.
- 24.2 You acknowledge that we will not be liable to you for any loss, financial or otherwise, that you suffer as a result of using the Platform, except as expressly set out in this Agreement. In particular, and without limiting this **clause 24.2**, you agree that we will not be liable for any loss, financial or otherwise, that you suffer as a result of:
- 24.2.1 TILLIT carrying out or relying on any instructions or on any information provided or made available to TILLIT by you, any agent of you or the Custodian;

- 24.2.2 Any delays due to market conditions or changes in market conditions;
 - 24.2.3 Any delayed receipt, non-receipt, loss or corruption of any information contained in any communication howsoever transmitted (including through the Platform) or for any breach of confidentiality resulting from email and/ or electronic communication or any consequential loss arising from either of the foregoing;
 - 24.2.4 Acts or omissions of TILLIT that we reasonably believe are necessary or desirable in order to enable us to comply with applicable law; or
 - 24.2.5 Acts or omissions (including negligence, wilful default, fraud or insolvency) of any other person (including the Custodian), unless otherwise specified in this Agreement.
- 24.3 This **clause 24** does not affect our liability for death or personal injury arising from our gross negligence, or fraud, neither of which can be excluded or limited under English law, or any liability we have to you arising under the regulatory system (as defined in the FCA Rules).

25. SEVERABILITY

- 25.1 Each of the provisions of this Agreement is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.
- 25.2 We may agree in writing to amend this Agreement in order to ensure the terms are valid, lawful and enforceable.

26. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or will be used to establish any partnership or joint venture between the parties, nor authorise any party to make any commitments for or on behalf of any other party.

27. TAX

You should take your own tax advice in relation to the content of this Agreement. We make no warranty or representation in relation to the tax position which will apply to you following the making of any investment by you. The tax treatment of your investments will depend on your individual position and may be subject to change.

28. NOTICES AND COMMUNICATION

- 28.1 Any notice or other communication to be given or made under or in connection with this Agreement:
- 28.1.1 Must be in English, legible and in writing (and you hereby confirm that you possess proper knowledge and understanding of the English language);
 - 28.1.2 Must be delivered or sent to us as follows:
 - Address: 42-46 Princelet Street, London, E1 5LP
 - Email: contact@tillitinvest.comor at such other address (within the United Kingdom) as we may from time to time specify by notice to you; and
 - 28.1.3 Will be delivered or sent to you at any address or email address that you have notified or provided to us in connection with this Agreement.
- 28.2 Any notice or other communication sent by post will be sent (if posted to and from a place within the United Kingdom) by pre-paid first class post or (if posted to or from a place outside the United Kingdom) by pre-paid airmail.
- 28.3 Any notice or other communication sent in accordance with this **clause 28** will be deemed to have been given:

- 28.3.1 If delivered, at the time and on the date of delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;
 - 28.3.2 If sent by post to and from a place within the United Kingdom, at the start of the second Business Day after it was put in the post;
 - 28.3.3 If sent by post to or from a place outside the United Kingdom, at the start of the fifth Business Day after it was put in the post; or
 - 28.3.4 If sent by email, at the time and on the date of transmission if transmitted during normal office hours (09:00-17:30) on a Business Day (local time at the place of receipt) and, in any other case, at the start of the Business Day following the date of transmission.
- 28.4 The provisions of this **clause 28** will not apply to the service of any proceedings or other documents in any legal action. We will not accept service of proceedings or any legal action by way of email.

29. **ELECTRONIC COMMUNICATIONS**

- 29.1 You specifically consent to us communicating with you by email or by placing information on the Platform. You also authorise us to communicate with you by letter, telephone, SMS or email and to discuss matters with you in person.
- 29.2 For the avoidance of doubt, such consent includes your consent to receive confirmations and any other reports, documents, statements or similar that we may provide to you in connection with this Agreement by way of email or other electronic means, including by placing such information on our Platform. This is without prejudice to any rights you may have to request hard copies of such documents.

30. **RECORDINGS OF CONVERSATIONS AND ELECTRONIC COMMUNICATIONS AND DATA PROTECTION**

- 30.1 We may record telephone conversations we have with you and store electronic communications between you and us, in accordance with our obligations under the FCA Rules, and you hereby specifically consent to this. You also specifically consent to such records being used in any arbitral or legal proceedings between us.
- 30.2 Where we have recorded a conversation we have had with you or stored an electronic communication between you and us in accordance with our obligations under the FCA Rules, we will make a copy of such recordings and/ or communications available to you on request for a period of five (5) years or, if required by the FCA, for up to seven (7) years.
- 30.3 We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide us (a copy of our privacy policy can be accessed here: <https://tillitinvest.com/privacy>).

31. **CONFIDENTIALITY**

- 31.1 Each party to this Agreement will treat Confidential Information as confidential and will not disclose such information except if:
 - 31.1.1 It is required to do so under applicable law;
 - 31.1.2 It is so requested (whether by compulsion of law or not) by competent regulatory or fiscal authorities or a court or tribunal of competent jurisdiction; or
 - 31.1.3 It is disclosed in confidence to its advisers, auditors or insurers where reasonably necessary for the performance of their professional services.
- 31.2 Notwithstanding **clause 31.1** above, we may disclose in confidence any Confidential Information to any person (including our affiliates, delegates, counterparties and the Custodian) to assist or enable the proper performance of our services and to enforce our rights and obligations under this Agreement.
- 31.3 In addition to **clauses 31.1** and 31.2 above, we may disclose any Confidential Information to any person in the following circumstances:

- 31.3.1 To investigate or prevent fraud or other illegal activity;
- 31.3.2 For purposes ancillary to the provision of services under this Agreement, or the administration of your investments, including for the purposes of credit enquiries or assessments;
- 31.3.3 If it is in the public interest to disclose such information; and/ or
- 31.3.4 At your request or with your consent.

32. **ARBITRATION AND DISPUTES**

- 32.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference to this **clause 32**.
- 32.2 The number of arbitrators will be three.
- 32.3 The seat, or legal place, of arbitration will be England and Wales.
- 32.4 The language to be used in the arbitral proceedings will be English.

33. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law of England and Wales.

34. **THIRD PARTY RIGHTS**

No party will have any rights to enforce any terms of this Agreement that they would not have had but for the Contracts (Rights of Third Parties) Act 1999. Our affiliates may enforce this Agreement as if they had been a party.

35. **FORCE MAJEURE**

35.1 Notwithstanding any other provision of this Agreement to the contrary, neither party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

36. **ENTIRE AGREEMENT**

36.1 This Agreement contains the whole agreement between us relating to the matters contained in this Agreement and supersedes any previous agreement (whether oral or in writing) between the parties relating to those matters.

36.2 Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into this Agreement.

36.3 Each of us acknowledge that in entering into this Agreement we have not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.

36.4 In connection with the subject matter of this Agreement, each of us waives all rights and remedies (including any right or remedy based on negligence) which might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.

36.5 Nothing in this **clause** 36 limits or excludes any liability for fraud.

37. **DEFINITIONS**

37.1 Unless the context dictates otherwise, capitalised terms used in this Agreement will have the following meanings:

Account	Has the meaning set out in clause 1.2 .
Agreement	Has the meaning set out in clause 1.2 .
Best Execution Policy	TILLIT's order execution policy.
Business Day	A day when banks are open for business in the UK, excluding Saturday or Sunday.
Confidential Information	All information or material of a confidential nature communicated between us and you, including the terms of our Agreement, provided that Confidential Information will exclude information or material which at the time of 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	TILLIT's conflicts of interest policy.
Custodian	Seccl Custody Limited.
Custody Terms	Has the meaning set out in clause 1.3 .
Dark Universe	TILLIT's alternative trading platform where Shares not offered in the Main Universe are hosted on the Platform.
Employer-Exclusive Shares	Shares which an employer has agreed with us can be offered on the Platform within the Dark Universe to those of its employees who hold an Account on the Platform as the employer notifies us from time to time and on such terms as we agree with the employer from time to time.
FCA	The Financial Conduct Authority of the United Kingdom or any successor authority.
FCA Rules	The principles, rules and guidance contained in the Handbook issued by the FCA and other material issued by the FCA.
FSCS	Financial Services Compensation Scheme, as further described in clause 22 .
Fund(s)	Means investment funds and instruments, including open ended funds, investment trusts, real estate investment trusts, exchange traded commodities and exchange traded funds, which are operated or distributed by the Provider and made available via the Platform in accordance with this Agreement.
Fund Agreement	A Fund's constitutional documents.

Intellectual Property Rights	Means: (a) copyright, design rights (whether registered or unregistered) and database rights; (b) patents, utility models, trade marks, trade names, domain names and topography rights; (c) applications for, or registrations of, any of the rights described in (a) or (b) above; and (d) any other intellectual property having a similar nature or equivalent effect anywhere in the world.
Nominee	Has the meaning set out in clause 10 .
Main Universe	TILLIT's main trading platform.
Order	This is an instruction from you via our Platform to purchase, redeem, transfer or exchange shares or units in a Fund or Funds.
Platform	TILLIT's platform, including the Main Universe and the Dark Universe, which is accessible here: https://my.tillitinvest.com .
Prospectus	Means the published prospectus of a Fund from time to time, including any supplement to such prospectus.
Provider	A participating provider of a Fund or asset manager, whose investment products clients can access via our Platform.
Shares	Means shares or units in a Fund.
Trustee	Means the Trustee as defined in the terms set out in Annex 3 .

- 37.2 Any reference to any legislation, statute, rule, contract or any other document, is to such legislation, statute, rule, contract or other document as amended from time to time and as currently in force.
- 37.3 Any reference to “including” or “includes” in the Agreement will be deemed to be a reference to “including without limitation”.
- 37.4 Any heading in the Agreement is provided for convenience only and will not affect its interpretation.
- 37.5 Any reference to a person in this Agreement will include bodies corporate, unincorporated associations, trusts, partnerships and individuals.
- 37.6 Unless the context requires otherwise, words used in this Agreement in the singular will include the plural, and words used in this Agreement in the plural will include the singular.

Annex 1
CUSTODIAN'S CUSTODY TERMS

1. BACKGROUND

- 1.1. Under the Terms, you consent to TILLIT appointing Seccl Custody Limited ("SCL") as the Custodian to provide:
 - 1.1.1. the custody services more particularly described in this annex;
 - 1.1.2. cash payment services, asset price and information data; and
 - 1.1.3. client money and asset reconciliation in accordance with the Client Asset Sourcebook ("CASS") of the FCA Rules
- 1.2. SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and Assets.
- 1.3. SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW.
- 1.4. Terms not defined in these Custody Terms have the meaning set out in the Agreement or the FCA Rules.

2. SYSTEM OPERATION - APPLYING AND TRANSACTING

- 2.1. The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.
- 2.2. Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through TILLIT, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Agreement.
- 2.3. All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or TILLIT.
- 2.4. Client Assets will be registered to Digital Custody Nominees Limited ("**Nominee**") which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.
- 2.5. Your cash and Assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.
- 2.6. SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.
- 2.7. SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately to SCL's Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL's or a third-party nominee or sub-custodian's insolvency, these would be shared on a proportionate basis with affected clients.
- 2.8. Where SCL receive income from your investments through dividend payments, fund distributions and Corporate Actions, SCL will reconcile and credit these to your accounts. All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.
- 2.9. As Corporate Action events arise, SCL will inform TILLIT where actions are applicable to your Assets.
- 2.10. SCL will facilitate the transfer of cash and Assets in accordance with client instructions and TILLIT's Terms.

3. CASH PROCESSES

- 3.1. Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.
- 3.2. SCL will pay any and all interest monthly net of any amounts retained by TILLIT according to your agreement with them. Interest is calculated on cleared cash balances held in Client Money accounts.
- 3.3. Where interest cannot be distributed due to compound rounding differences, the unallocated interest will be paid to a SCL chosen registered charity.
- 3.4. SCL may diversify Client Money using a combination of instant access, notice, and unbreakable term deposit accounts, where notice periods or unbreakable terms may be up to 95 days in accordance with the CASS rules. In extraordinary circumstances, there may be a delay in you receiving any withdrawal requests.

4. SETTLEMENT

- 4.1. Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments ("**ETIs**"), SCL will normally operate on a delivery-versus-payment ("**DVP**") settlement process. By agreeing to the Custody Terms, you permit SCL to apply a DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.
- 4.2. For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.

5. ASSET RECONCILIATIONS

- 5.1. SCL will reconcile Client Money and Assets in accordance with CASS.
- 5.2. Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.

6. LIENS

- 6.1. We reserve the right to enforce the right of liens over the Assets under the Terms in specific circumstances. In such circumstances, this will be agreed with TILLIT.

7. COMMUNICATIONS

- 7.1. All communication with you will be in English through the online message portal provided by TILLIT.
- 7.2. SCL will provide quarterly valuation statements and contract notes which will detail the buy or sell transactions instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify TILLIT promptly of any errors or omissions in respect of the accuracy of these documents.
- 7.3. Ad hoc statement requests are permitted for which SCL or TILLIT reserves the right to charge a fee.

8. COMPLAINTS

- 8.1. SCL has its own complaints policy. If you want to complain, please contact TILLIT first. If the complaint relates to services provided by SCL, SCL will provide TILLIT with all necessary information to resolve the complaint. TILLIT may ask SCL to take control or assist on the complaint if necessary.
- 8.2. If you do not think this is appropriate please contact SCL by email at secclops@secc1.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
- 8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:
Exchange Tower, London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk; and

Website: www.financial-ombudsman.org.uk.

9. REMUNERATION

- 9.1. TILLIT pays SCL for Custody services. In some cases, this may be paid directly from your account depending on TILLIT's terms with you.
- 9.2. Where there is a shortfall to cover fees and charges, SCL will automatically raise funds to cover the shortfall. In some cases this may be more than the shortfall due to allow for market movement and price fluctuation.

10. CONFLICTS OF INTEREST

- 10.1. SCL maintain a Conflicts of Interest policy independent of TILLIT. It is available by contacting TILLIT.

11. FORCE MAJEURE EVENT

- 11.1. To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these Custody Terms ("**Force Majeure Event**"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify the other party of that Force Majeure Event as soon as possible.

12. DATA PROTECTION

- 12.1. In acting as your Custodian SCL, will have access to the data you provide on Application to the TILLIT service. In the Service Agreement between TILLIT and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.
- 12.2. SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.
- 12.3. SCL will retain your data and relevant communications for a period of seven (7) years from the date of the account closure in line with the FCA rules.

13. FSCS

- 13.1. SCL is covered by the Financial Services Compensation Scheme ("FSCS"). If SCL ceases trading and cannot meet your obligations, you may be entitled to compensation from the scheme up to a maximum of £85,000 (or such other value covered from time to time by the FSCS) for investment claims.
- 13.2. Further information about the compensation arrangements is available from the FSCS directly.

Website: www.fscs.co.uk;

Telephone: 0800 678 1100 / 020 7741 4100; and

Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

14. USE OF THIRD PARTIES

- 14.1. To provide custody services SCL, will use the services of third party service providers.
- 14.2. Examples include the provision of; Data and price feeds of assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

- 14.3. Where services are provided by a third party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third party and will not itself be responsible if a third party provider fails to meet its obligations. This means that should the third party default or becomes insolvent, SCL will attempt to recover your money but if the bank cannot repay its creditors, any shortfall may have to be shared proportionally among them, including you and other clients and you may lose some or all of your Assets. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the proprietary assets of the third party firm. In this situation, you will not necessarily be entitled to compensation from SCL and you may seek recompense from the FSCS as covered under clause 13.2.

15. ACCOUNT CLOSURE

- 15.1. Where an account has been closed and a relationship ceases to exist, SCL may pay away residual de minimis balances below £10 remaining on the account to a SCL chosen registered charity in line with FCA rules.

16. TERMINATION

- 16.1. SCL may terminate these Custody Terms at any time by giving TILLIT thirty (30) days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of the Terms.
- 16.2. SCL may also terminate these Custody Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from TILLIT.
- 16.3. In this event, TILLIT will instruct SCL where to transfer the Client Assets and Client Money. If TILLIT does not do so promptly, or if TILLIT no longer represents you, then you will on request give the relevant instruction. SCL will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you where permitted by applicable law. The Custody Terms will continue to apply until such transfer of the Client Assets and the Client Money is complete.

17. SEVERABILITY

- 17.1. If any part of these Custody Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

18. NOTICES OF CHANGE/VARIATIONS

- 18.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of this is available from TILLIT.

19. GOVERNING LAW

- 19.1. 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 law of England.
- 19.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or its subject matter or formation.

20. LIABILITY

- 20.1. SCL will act with all reasonable skill, care and diligence in acting as your Custodian. SCL will be liable to you for any direct loss that is the result of negligence or failure by SCL to account for assets in accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or TILLIT.
- 20.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability we may have for death or personal injury.
- 20.3. SCL will not be liable for the following:
- 20.3.1. loss of business, goodwill, opportunity or profit; or

- 20.3.2. any special, consequential or indirect loss whatsoever.
 - 20.3.3. as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
 - 20.3.4. as a result of your decisions relating to the choice, purchase, retention and sale of any assets in your Account;
 - 20.3.5. from the default of any bank, fund manager or provider which holds your cash and assets (except as required under the FCA Rules);
 - 20.3.6. from the performance of any assets and investments;
 - 20.3.7. from any tax liabilities or charges that are incurred in relation to your Account and/ or the assets held within it; or
 - 20.3.8. from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.
- 20.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

21. HEADINGS

- 21.1. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement..

Annex 2 ISA TERMS

These ISA Terms apply to the TILLIT Stocks and Shares Stocks & Shares ISA (Individual Savings Account).

In the event of any conflict between these ISA Terms and any other Terms, the ISA Terms will apply.

In these terms SCL means Seccl Custody Limited, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. APPLICATION AND COMMENCEMENT

- 1.1 The Declaration you accept on opening the ISA creates an application in the tax year you first subscribe and all future tax years until you cancel, transfer, or pay no subscriptions for an entire tax year.
- 1.2 Your TILLIT Stocks and Shares ISA account will not start until your first subscription or transfer amount is received by us.

2. YOUR ISA

- 2.1 Your TILLIT Stocks and Shares ISA is a stocks and shares ISA (the “ISA”).
- 2.2 Your TILLIT Stocks and Shares stocks and shares ISA is subject to the Individual Savings Account Regulations 1998 (“ISA Regulations”) and, in the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will prevail.

3. ABOUT YOUR ISA MANAGER

- 3.1 SCL is approved by HM Revenue & Customs for these purposes.
- 3.2 SCL will manage your ISA in line with the ISA Regulations.
- 3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your TILLIT Stocks and Shares ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours or those of the Investment Services Provider (ISP) where you have authorised the ISP to take such decisions on your behalf. The ISP is TILLIT Limited.

4. ELIGIBILITY

- 4.1 In order to open and maintain a Stocks and Shares ISA, you must satisfy the requirements set out in the ISA Regulations. You must
 - 4.1.1 be 18 years or over and
 - 4.1.2 resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant

5. ISA SUBSCRIPTIONS

- 5.1 The maximum annual subscription into an ISA is subject to the ISA Regulations, as amended. You are responsible for ensuring that the ISA subscription limit is not exceeded for every tax year subscriptions are paid.
- 5.2 Once the ISA subscription limit for a tax year has been reached (taking into account all permitted ISA types that you may hold) and subject to paragraph 5.3 below, you may not make any further subscriptions into your ISA or any other ISA in the same tax year.
- 5.3 As your Stocks and Shares ISA is a flexible ISA, you may replace (in whole or part) a previous withdrawal from your ISA with a replacement subscription to that ISA in the same tax year without affecting your current year’s ISA allowance.
- 5.4 If you open an ISA in the UK and then go to work and/or live abroad, you cannot continue adding

money into the ISA (unless you are a Crown employee working overseas or the spouse or civil partner of a crown employee working overseas). If you subsequently become a UK resident, you will be able to apply to subscribe to an ISA in the tax year following your return.

6. ISA INVESTMENTS

- 6.1 You may hold such investments in your TILLIT Stocks and Shares ISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your TILLIT Stocks and Shares ISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.
- 6.2 In accordance with the ISA Regulations, SCL will register the investments held in your TILLIT Stocks and Shares ISA in the name of one of its nominees.
- 6.3 You must be, and remain as, the Beneficial Owner of ISA Assets. ISA Assets must not be used as security for a loan.
- 6.4 We will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued by the providers or issuers of investments or managers where necessary due to legislative or regulatory requirements. We will not exercise any voting rights attaching to your investments, if you ask, we may request from the relevant company that you attend investors' meetings, vote and receive any other information issued.

7. NORMAL TAX TREATMENT OF ISA ASSETS

- 7.1 No tax is payable on any income received and any gain arising on investments.
- 7.2 We, as ISA Manager will, in accordance with the ISA Regulations, make reclaims, conduct appeals and agree on our behalf, liabilities for and relief from tax in respect of your ISA. You authorise SCL, as ISA Manager, to provide HMRC with all applicable details of your ISA.
- 7.3 You may be required to pay tax on any income or gains on investments in your ISA if it becomes void or in need of repair.
- 7.4 Any interest, dividends or gains will continue to be exempt from tax in your ISA until the earlier of:
- 7.4.1 The completion of the administration of the deceased's estate; or
 - 7.4.2 The closure of the account; or
 - 7.4.3 The 3rd anniversary of the death of the ISA holder.

8. WITHDRAWALS

- 8.1 If you wish to withdraw or cash in some or all of your TILLIT Stocks and Shares Stocks and Shares ISA, you (or the ISP on your behalf) must provide the SCL with written instructions. SCL will process the withdrawal in a timely manner.

9. DEATH

- 9.1 If you die, we will deal with your ISA as instructed by your personal representatives. They must first prove they have authority to give this instruction to us via TILLIT Limited. Your personal representatives can instruct TILLIT Limited to sell the ISA investments and for us to pay the proceeds to the personal representatives in cash, or to transfer the ISA investments to them.

10. TRANSFERS

- 10.1 You may transfer an existing ISA from a different ISA manager to TILLIT Stocks and Shares ISA and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a TILLIT Stocks and Shares ISA.
- 10.2 You may ask us to transfer all of your TILLIT Stocks and Shares ISA from SCL to a different authorised ISA manager, subject to the ISA Regulations. The transfer will depend on the other manager agreeing.

- 10.3 On receipt of a valid instruction from another ISA manager, SCL will transfer your TILLIT Stocks and Shares ISA to them within the timescale stipulated by you, however your requested timescale must not be less than 30 days.
- 10.4 You must transfer the full value of your TILLIT Stocks and Shares ISA, we do not offer partial transfers.
- 10.5 You (or the ISP on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other ISA manager with your instructions in writing.

11. UK RESIDENCY

- 11.1 You agree to inform SCL as soon as reasonably practical that you have either ceased to be resident in the UK or a Crown employee serving overseas, or have ceased to be married to, or in a civil partnership, with such a person. In such cases, you are required to cease subscriptions into your ISA except in specific circumstances permitted by HMRC.
- 11.2 We accept no liability for any tax charges or penalties arising from changes in your residency.

12. CANCELLING YOUR ISA

- 12.1 You can cancel your TILLIT Stocks and Shares ISA by contacting the ISP within 30 days of opening the account. You can choose to withdraw the value of any investments you've made or transfer to another provider. We will not be liable for any losses or costs following the sale of your investments.

13. ENDING YOUR ISA

- 13.1 Subject to the ISA Regulations, you may end your TILLIT Stocks and Shares Stocks and Shares ISA at any time by withdrawing your funds and requesting closure of the account. In that case, SCL will liquidate the investments in your TILLIT Stocks and Shares ISA and transfer the proceeds to you. Alternatively, and subject to the ISA Regulations, SCL may re-register the investment in your name or transfer them to another non-ISA account.
- 13.2 SCL may terminate its services as your ISA Manager by giving you 30 days written notice.
- 13.3 In the event of termination:-
- 13.3.1 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulations, these ISA Terms or the Client Agreement; and
- 13.3.2 these ISA Terms will continue to apply to your ISA until all transactions or transfers have been effected and relevant payments made.

14. BANKRUPTCY

- 14.1 If we are notified that you have been declared bankrupt under the Insolvency Act, HMRC requires us to close your TILLIT Stocks and Shares ISA. The closure will take effect from the date on which a trustee is appointed.
- 14.2 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.

15. A VOID ISA

- 15.1 We will manage your TILLIT Stocks and Shares ISA in accordance with HMRC's ISA regulations. We will notify you and must inform HM Revenue and Customs if, for any reason, your account has or will become void for tax purposes because the provisions of the ISA Regulations have not been met, or you have not complied with these Terms. If your TILLIT Stocks and Shares ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.
- 15.2 When we receive your instructions, all investments held in your TILLIT Stocks and Shares ISA account and proceeds arising from those investments will be transferred or paid to you within 30 calendar days of the request being received. We will not be liable for any losses or costs following the sale of your investments.
- 15.3 For more information on the reasons an ISA might become Void please speak with your Adviser.

16. DELEGATION

- 16.1 Subject to the ISA Regulations, SCL may delegate any of its functions under these ISA Terms to another organisation which SCL, exercising due skill, care, and diligence, has determined as being competent to exercise such functions.
- 16.2 Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your ISA as that organisation may reasonably require for the purposes of exercising the delegated functions.

17. YOUR PERSONAL INFORMATION

- 17.1 SCL are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using, and storing your personal information as set out in our Privacy Policy.

18. INTELLECTUAL PROPERTY

- 18.1 All copyright, trademarks and other intellectual property in the materials and information on the SCL website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

19. COMPLAINTS & FSCS COVER

- 19.1 If you have a complaint about any element of the ISA, please contact us at support@seccl.tech.
- 19.2 Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint.
- 19.3 We will endeavour to resolve any complaint as soon as possible.
- 19.4 If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint.
- 19.5 By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- 19.6 The TILLIT Stocks and Shares ISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your TILLIT Stocks and Shares ISA, its Assets and any Cash held in your ISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:
- 19.6.1 for Cash, such as the money in your ISA bank account - £85,000 per eligible claimant, per Bank;

- 19.6.2 for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 19.7 Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
- 20. CHANGING OR ENDING THESE TERMS**
- 20.1 You agree to SCL transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your TILLIT Stocks and Shares ISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company, will take on our obligations to provide the services under these Terms & Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.
- 20.2 We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your TILLIT Stocks and Shares ISA is open as follows:
- 20.2.1 to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;
- 20.2.2 to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;
- 20.2.3 to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 20.1 above;
- 20.2.4 to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;
- 20.2.5 to reflect any changes to terms agreed between us and any third parties which are relevant to your TILLIT Stocks and Shares ISA;
- 20.2.6 to make reasonable increases to our charges to reflect any changes to the costs that we incur;
- 20.3 If any changes are made to the Terms & Conditions, the latest version will always be available on our website at <https://tillitinvest.com> and you should refer to them regularly. Where the changes are reasonably considered to be material or detrimental to you SCL will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).
- 20.4 Notwithstanding clause 20.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.
- 20.5 In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this if a fee ever becomes due.

Annex 3 TILLIT PENSION TERMS

The Terms and Conditions in this schedule apply to the TILLIT Pension the pension scheme underlying the TILLIT Pension is the Seccl Personal Pension. This schedule refers to “the Scheme”. This is a personal pension scheme that allows you to save for retirement in a tax-effective way with the potential to invest in a range of investments. It is registered with HMRC under tax reference **20005619RK**.

The Scheme has been established and is governed by a Trust Deed and attaching Rules, “the Trust Deed”. Within the Trust Deed, Seccl Custody Limited established the Scheme within the meaning of Part 4 of the Finance Act 2004 “the Act” and is the scheme administrator for taxation purposes. Seccl Custody Limited (the “Administration Company”) has appointed Digital Pension Trustees Limited (“the Trustee”), as trustee of the Scheme.

Any reference in these Terms and Conditions to “we”, “us” and “our” are references to the Administration Company and in relation to paragraphs 1.11 and 1.13, the Trustee. References to “you” and “your” are to you, our customer and member of the Scheme.

These Terms and Conditions, together with your application form a legally binding agreement between you and us.

Where this document refers to or describes a particular tax treatment, you should be aware that tax treatment depends on your individual circumstances and is subject to change in the future.

In the event of any conflict between the SIPP Terms and the other terms of this Agreement, the TILLIT Pension Terms take precedence, except that:

- To the extent that the range of Funds and Shares available through the Platform is narrower than the range of assets the provider of the self-invested personal pension is able to accept into the scheme, the range of Funds and Shares available through the Platform takes precedence.

1. Our Personal Pension Services

- 1.1 Digital Pension Trustees Limited (the Trustee) owns the cash and investments in your TILLIT Pension, holding them for your benefit under the Scheme Rules. Seccl Custody Limited has been appointed to hold custody of the cash and investments in line with the Trust Deed and Rules. Seccl Custody Limited is responsible for the operation and administration of the TILLIT Pension. It is also responsible, as custodian, for the safekeeping and administration of the investments which you acquire in your Scheme. Seccl Custody Limited is regulated by the Financial Conduct Authority to carry out these activities.
- 1.2 Our conflicts of interest policy sets out the types of actual or potential conflicts of interest which affect our business and provides details of how these are identified and managed or prevented. You have the right to ask us for further information regarding our conflicts of interest policy.
- 1.3 The FCA Rules require us to classify all investors. The TILLIT Pension service is provided by us to “retail clients”. Unless we tell you otherwise, we will treat you as a retail client under the FCA Rules. This means you get the highest level of protection available under the FCA Rules.
- 1.4 Our Scheme enables you to make investments into a range of different assets, but we do not provide any financial or tax advice, and therefore we will not assess the suitability or appropriateness for you of the investments you choose to hold within your TILLIT Pension, the Scheme itself or any other service we provide.
- 1.5 The investments which we provide access to may be restricted for your TILLIT Pension These restrictions will be made after taking into consideration FCA requirements, HMRC rules, legislation and our administrative requirements.

Investment restrictions may be applied for the following valid reasons:

- a) Changes in HMRC rules
- UK-646233598.15

- b) Changes in pensions or other relevant legislation
- c) Changes in the regulatory regime governing pension assets or reporting requirements
- d) Changes in investment markets
- e) Changes in how our business operates

There is no alternative to the Cash Account within your TILLIT Pension.

- 1.6 You alone are responsible for deciding whether your TILLIT Pension and the investments you choose are suitable for you. If you are in any doubt about the suitability or appropriateness of any particular investments, we recommend that you speak with an independent financial adviser.
- 1.7 We may delegate our functions in respect of the TILLIT Pension to third parties in accordance with the Trust Deed. We will be responsible for the actions and omissions of any person to whom a function is delegated. We may also engage agents to help us perform our functions but will not be responsible for any acts and omissions of such persons subject to our duties under the FCA Rules and provided such engagements do not amount to a delegation of our functions.
- 1.8 Our Scheme is exclusively an online product for which you will need to complete an application. We will send communications and documents to you via the Message Hub. We will not generally communicate with you by post. All of our documents and communications with you will be in English. You agree to receive copies of our up-to-date policy summaries (including summaries of our conflicts of interest and order execution policies) via our website.
- 1.9 You can communicate with us about the TILLIT Pension by email at talktotillit@tillitinvest.com, or via Live Chat in the TILLIT platform.
- 1.10 We are obliged under the FCA Rules to record certain communications (including telephone calls, electronic communications and instant messaging) which relate to, or are intended to lead to, the buying or selling of an investment. You have the right to request a copy of such recordings relating to your TILLIT Pension at any time in the five-year period beginning on the date of the relevant recording. We may monitor and record other communications and calls.
- 1.11 If we are negligent, knowingly in default, act fraudulently, or breach these Terms and Conditions or Applicable Law (as relevant), then we are legally responsible to you for the results of our actions unless set out below.
- 1.12 If we make a mistake acting on your instructions to deal in, switch or sell investments, we will correct it as soon as possible, and reimburse you for any loss that is a direct result of our error. This reimbursement may occur outside your TILLIT Pension, due to the tax treatment of such corrections.
- 1.13 We will not be responsible to you:
 - if you suffer a loss because the value of your assets fall
 - if you suffer a loss because you fail to comply with these Terms and Conditions or with any applicable legal requirement or because of any action which we take or refrain from taking in order to ensure that we comply with your instructions
 - for any action which we take or refrain from taking in order to ensure that we comply with Applicable Law
 - if we delay or fail to execute a transaction because of market conditions which may prevent us from being able to execute it in accordance with our order execution policy or Applicable Law
 - if you suffer a loss that was not reasonably foreseeable by you or us when accepting your Application for the TILLIT Pension or is not otherwise a natural result of the breach
 - if you suffer any loss or damage as a result of an external event or something else that is unavoidable and outside our reasonable control, or as a result of any steps which we reasonably take in response to such (including the unavailability of our systems);

- for any deals on your TILLIT Pension made by any person you have authorised to deal on your scheme (such as a financial adviser) that are placed incorrectly or without your authority
- for the performance of any third party (for example, any broker required to execute a transaction), unless otherwise stated in these Terms and Conditions.

In this clause, the word “loss” includes but is not limited to any liability to tax or penalty under tax law.

1.14 The responsibilities in this section also apply to the Nominee and the Trustee. We are responsible for their respective actions or omissions.

2. Your responsibilities

2.1 By opening your TILLIT Pension, you agree that you will not take part in activity that may be considered to be market abuse. If we believe that your TILLIT Pension is being used to engage in market abuse, we reserve the right to take such action as we deem to be appropriate.

3. TILLIT Pension establishment

3.1 You can generally open and maintain a TILLIT Pension if you are an individual aged 18 years or over and aged under 75 years (if you are aged 75 years and over, you may open and maintain a TILLIT Pension via a transfer, however you will be unable to claim tax relief on any contributions into your pension).

3.2 As part of the TILLIT Pension opening process, you will set up a username and password and provide certain other personal security details which you will use to access the TILLIT Pension. You must keep your security details secret. You must not disclose them to anyone or allow any other person to access your TILLIT Pension using your security details. We are not responsible for any loss that your TILLIT Pension may incur as a result of not having kept your security details and/or password secret.

3.3 The submission of your application does not constitute our acceptance of your TILLIT Pension which we may decline entirely at our discretion. These Terms and Conditions come into force when we accept your application.

3.4 Under applicable money laundering regulations, we are required to verify the identity of our investors and their beneficial owners (which for your TILLIT Pension may include your employer’s beneficial owners where contributions are made by your employer) and obtain additional information in relation to them. In order to do this, we may carry out electronic searches on private and public databases and use credit reference agencies which will record that an enquiry has been made. We may also need to ask you for further documentation as evidence.

3.5 Until we have verified your identity, we will place restrictions on your TILLIT Pension, and we may prevent any payments of benefits to you or refuse any contributions or transfers.

3.6 We will confirm when we have accepted your application and you will become a member of the Scheme as long as you have supplied all relevant information about any tax relief and other information requested as part of the application process.

4. Making payments and contributions to the TILLIT Pension

4.1 If you are eligible, you or your employer may make contributions to your TILLIT Pension either on an ad-hoc or regular basis. These contributions can be done through a transfer of money via bank transfer, direct debit or other payment method made available by us from time to time.

4.2 Personal contributions will normally be treated as having been paid net of basic rate tax which we will claim on your behalf from HMRC. The tax reclaim process normally takes between six to 12 weeks, during this time the money being reclaimed is not available for investment until we receive cleared funds from HMRC.

4.3 Tax relief is granted at your highest marginal rate of income tax. If you are a higher rate

taxpayer, you will need to reclaim the additional tax relief through your self-assessment tax return.

- 4.4 You must tell the Administration Company if you are not entitled to tax relief on all or part of the contributions. More information on contribution rules and limits are available on our website or by contacting a financial adviser.
- 4.5 If you make contributions to your TILLIT Pension which, when combined with other contributions to other UK pension schemes, exceed the amount on which you are entitled to tax relief, we may agree to refund the excess contributions to you provided there is sufficient money in your TILLIT Pension to make the refund to you and repay any amounts due to HMRC. Any investment loss or growth in respect of a refunded contribution will be deemed to be outside the Scheme. A contribution cannot be refunded simply because it takes contributions over the Annual Allowance. Before we refund any excess contributions, we will require evidence that the payment will be authorised under the tax rules. Any excess tax relief already received from HMRC must be returned to HMRC within the timescale specified by HMRC. We are not responsible for any interest levied by HMRC on a refund of overpaid tax relief. See clause 4.11 below about the Annual Allowance.
- 4.6 A refund of excess contributions can be requested at any time before the end of the sixth tax year following the tax year in which they were made. The maximum refund available will be the value of the excess contribution(s). A refund might be delayed if there is insufficient cash in your TILLIT Pension .
- 4.7 We can refund a contribution when we receive a valid request for a contribution which was:
- paid in genuine error (as defined by HMRC) and was not intended to be paid
 - an employer contribution which should have ceased on the termination of employment and was paid in error
 - a member or third-party contribution where the member has insufficient earnings to attract tax relief on the contribution paid.
- 4.8 Where there is insufficient money in your TILLIT Pension to pay amounts due to us, HMRC or to pay benefits or other payments due, we may require you to pay further funds into your TILLIT Pension bank account or dispose of assets to meet the amount due. We are entitled to direct that assets are disposed of within your TILLIT Pension on a proportional basis sufficient to repay us, you or HMRC if the amount remains unpaid after 30 days. If you have taken benefits or transferred out of the Scheme or there is insufficient money in your TILLIT Pension you remain liable for any losses or costs incurred by us.
- 4.9 Contributions paid by your employer are treated as being paid gross meaning there will be no further tax relief for us to claim. We will require your employer to provide additional information which indicates the payments they are committed to making on your behalf. Where payments are not received within the statutory timescale, we are obliged to notify the Pensions Regulator if it is deemed of material significance.
- 4.10 If we receive a Contribution payment and we are not provided sufficient information to identify that this is intended to be for your benefit, then this may be returned to the payer.
- 4.11 You should read the TILLIT Pension Key Features document for more information about how to make contributions, tax rules and eligibility restrictions including Lifetime Allowance, money purchase Annual Allowance and tapered Annual Allowance. We will not be responsible for ensuring that your contributions remain below the Annual Allowance, money purchase annual allowance and tapered Annual Allowance. We will not normally accept contributions which exceed your available Annual Allowance or (if applicable) money purchase Annual Allowance.
- 4.12 If you have incurred an Annual Allowance tax charge or money purchase Annual Allowance charge, you are responsible for paying them to HMRC. In the case of the Annual Allowance, you can also pay a share of the tax charge from your TILLIT Pension as long as the amount due to HMRC is at least £2,000. The maximum amount you can pay in this way must not exceed the encashment value of your TILLIT Pension after allowing for all fees, charges and other deductions. If you are a member of more than one pension scheme, the amount paid from your TILLIT Pension should not in any case be more than a share in accordance with HMRC's rules.

To arrange the payment, you must tell us in writing that you wish to do so.

5. Pension input period

- 5.1 Your pension input period is a period of time defined by HMRC to measure your contributions paid. Your first pension input period starts when we accept your first contribution and ends the following 5 April. Subsequent pension input periods will be aligned with the tax year.
- 5.2 The 'Annual Allowance' is defined by HMRC and limits the amount of tax relief available on pension savings in a pension input period. If the total of all pension savings made by you (or for you) exceed the annual allowance, you may be liable to a tax charge.

6. Transferring existing pensions to us

- 6.1 We may, at our discretion, accept a request to transfer all or part of your pensions from other UK registered pension scheme into your TILLIT Pension. We will not accept a transfer from a pension with Safeguarded Rights (as defined in Section 48(8) of the Pension Schemes Act 2015).
- 6.2 We may, at our discretion, accept transfers of benefits from other Authorised Schemes, subject to the Trust Deed. Benefits comprising uncrystallised (and crystallised benefits in due course) can be accepted and will all be separately identified within your TILLIT Pension.
- 6.3 It is your responsibility to ensure a transfer of pension benefits is in your best interests. You should consider taking advice from a suitably qualified financial adviser. We do not provide advice. Our acceptance of a transfer is in no way an endorsement of the suitability for you of the transfer.
- 6.4 We reserve the right to reasonably refuse or refund a transfer (whether in part or whole).
- 6.5 Where you request a cash transfer or in-specie transfer of approved investments from an existing pension you take responsibility for initiating all transfer instructions. The Administration Company does not accept responsibility for delays in receiving transfers.
- 6.6 We can decline a transfer of any of the investments to be transferred. This will be limited to investments we are unable to hold. We will inform you if this is the case.
- 6.7 You agree that we may obtain any information we believe is necessary from your previous pension scheme to comply with Applicable Law.

7. Right to cancel your product

- 7.1 You may change your mind and cancel your TILLIT Pension by emailing us at talktotillit@tillitinvest.com within 30 days from the date of opening the TILLIT Pension. If you cancel your TILLIT Pension within the cancellation period, you may not get back the full amount you invested. We will pay back your initial contribution made within this period, less any fall in value of investments you have made due to market movements.
- 7.2 Where you have transferred into the TILLIT Pension from another Authorised Scheme, you may change your mind and cancel the transfer by emailing us at talktotillit@tillitinvest.com within 30 days from the date of requesting the transfer. If your Transferring Authorised Scheme has already released the transfer value, they may refuse to take your transfer back. You will need to choose an alternative Authorised Scheme to receive the transfer value. We'll pay back your transfer, less any fall in value of investments you have made due to market movements and any charges that have been paid to your TILLIT Pension.
- 7.3 These Terms and Conditions will apply until your membership of the Scheme ceases or your TILLIT Pension is closed. Termination of these Terms and Conditions shall not affect accrued rights, existing commitments or any contractual provision intended to survive termination. We reserve the right to close your TILLIT Pension if you have not made any contributions or a

transfer of benefits from another Authorised Scheme, within six months of the date of your application.

8. Cash Management and Interest

- 8.1 The custodian will hold contributions paid, and cash transfers made into your TILLIT Pension in a pooled client account in accordance with the Trust Deed and Applicable Law. Any Cash held by the custodian will be held as client money and managed in accordance with the FCA Rules. Further details can be found in part 9 of Section A.
- 8.2 Interest received by the Custodian is allocated to your SIPP Account. Cash held, where applicable, earns interest from the day it has been identified as relating to you and it is credited to your Account.
- 8.3 Interest is accrued based on the cash held within your SIPP Account and applied to your Account within a reasonable amount of time of it being received by the Custodian, as long as the Account remains open.
- 8.4 Interest will be calculated and applied gross to your SIPP Account.
- 8.5 The average interest rates paid to Clients and the prevailing bank rates may change on a frequent basis. You agree that we do not have to notify you of any changes in these but we will publish the rates paid via our website <https://tillitinvest.com> or that of the Custodian (www.seccl.tech).

9. Your Assets

- 9.1 The Assets within your TILLIT Pension will be held in the name of the nominee on behalf of the custodian. The Trustee remains the beneficial owner.
- 9.2 TILLIT Pension permitted investment range is currently restricted to the cash and assets meeting the FCA's definition of "standard investments" all of which must be capable of being held by the custodian and administered by us. Broadly speaking this means an asset has to be an FCA authorised or recognised collective investment scheme or a listed security and capable of being valued on a regular basis and sold within 30 days.
- 9.3 Any investment income, including interest, or capital gains from your investments will be held by the custodian on your behalf and will form part of the assets and, therefore, value of your TILLIT Pension.
- 9.4 All investment instructions are made by you or your adviser firm to Seccl Custody Limited and neither Seccl Custody Limited nor Digital Pension Trustee Limited shall be responsible for any investment decision.
- 9.5 The FCA requires that we offer you a single default investment option that is designed to meet the needs of typical non-advised SIPP customers, and you'll be put into this investment option if you don't make alternative choices. The provision of a default fund shouldn't be considered advice and may change. You will be presented with details of the default fund during opening your TILLIT SIPP so that you can decide.
- 9.6 The Administration Company has discretion to direct the Trustee to dispose of an Asset without consultation with you or your prior agreement when the following situation occurs:
 - the continued retention of an Asset would be unlawful
 - the continued retention of the Asset would impose tax or other costs which your TILLIT Pension may not be able to meet
 - the Asset needs to be disposed of to meet any tax liability or other liabilities or costs (including our own) (see section 4.8)
 - where there are insufficient funds in your TILLIT Pension to pay amounts due to us, HMRC or to pay benefits or other payments due (see sections 4.8 and 9.5)
 - to comply with a court order.

10. TILLIT Pension statements

- 10.1 We will provide you with a number of statements: an annual pensions statement, quarterly valuation statements and any other such statements required by Applicable Law, showing you a summary and valuation of all your TILLIT Pension Assets and every transaction executed for you in the previous reporting period. Your valuation statements will be made available for you to view in the secure online document store, and you agree that you will access the secure online document store from time to time in order to review your most recent valuation statement. You agree to tell us of any discrepancy or issues with these valuation statements in a reasonable timeframe. In the absence of any such notification, we will be entitled to assume that the valuation is an accurate reflection of your TILLIT Pension.

11. Transfers out

- 11.1 We, on behalf of the Trustee, have discretion over whether to accept your request to transfer out the value of your TILLIT Pension to another Authorised Scheme.
- 11.2 We will not transfer out benefits in accordance with these Terms and Conditions unless we are satisfied as to each of the following:
- We have proper authority and approval to make the transfer out
 - All outstanding fees, charges and liabilities have been settled
 - Making the transfer out is not likely to prejudice any protected benefits or be unlawful or be made to an unrecognised or unregistered pension scheme or be made to a scheme suspected of being involved in any kind of investment scam or pensions liberation.
- 11.3 We will not transfer out benefits to Recognised Overseas Pension Schemes (ROPS).
- 11.4 In some circumstances, it may be necessary for us to delay a transfer out, particularly where we are unable to realise or re-register some of the assets, particularly assets that are not readily realisable. Such circumstances could lead to you having to defer transferring out or taking benefits.
- 11.5 In the event that you are transferring-out to take retirement income or benefits you will be required to discuss your options with, Pension Wise from MoneyHelper <https://www.moneyhelper.org.uk/en/pensions-and-retirement/pension-wise>.
- 11.6 If we receive an income payment, a dividend or other cash amount relating to your TILLIT Pension, after you have transferred out from your TILLIT Pension, we will ensure that such payments will be sent onto the receiving Authorised Scheme in accordance with the strict requirements set out in Applicable Law.
- 11.7 In the limited circumstances permitted by Applicable Law, such as the winding up of the Scheme, we shall be entitled to transfer out the value of your TILLIT Pension without your consent or instructions.

12. TILLIT Pension charges

- 12.1 Charges apply to your TILLIT Pension in relation to your membership of the Scheme.
- 12.2 You authorise the deduction and retention of all charges, applicable tax and reasonable expenses from your TILLIT Pension bank account. All charges shown below are exclusive of Value Added Tax (“VAT”) unless stated otherwise. You agree that charges can be rounded up to the nearest whole £1.
- 12.3 We will charge the following product charge, based on the value of your TILLIT Pension.
- The TILLIT platform fee, calculated as a proportion of the value of your TILLIT Pension account and charged monthly. This starts at 0.4% per annum from the first year

that you open a TILLIT investment account, and decreases annually by 0.01% to a minimum of 0.25% per annum.

- 12.4 Where permitted by Applicable Law, we are entitled to recover costs not stipulated in but incurred by us in the administration of your TILLIT Pension. These costs include, but are not limited to, any losses, claims or liabilities involved with acquiring, valuing or disposing of any Assets; administration costs involved with complying with any court orders; disbursements or other charges or commissions levied by any investment or other professional advisers in line with the Terms and Conditions agreed with them; any tax charges, industry levies, duties or liabilities.
- 12.5 We will provide you with an annual illustration showing the effect of costs and charges on the return of your TILLIT Pension.
- 12.6 All charges, fees and expenses due are deducted from your TILLIT Pension bank account. Where there are insufficient funds within the TILLIT Pension bank account, we may require you to pay further funds into the TILLIT Pension bank account or dispose of assets to meet the amount due. We are entitled to direct the disposal of TILLIT Pension assets proportionately if the amount remains unpaid after 30 days.
- 12.7 Where amounts due to us remain outstanding for more than 30 days, we are entitled to add interest to the sum outstanding at a rate of 3% AER above the Bank of England's base rate.

13. Closing your TILLIT Pension

- 13.1 If you decide to close your TILLIT Pension, you cannot automatically withdraw the value. The assets or cash held in your TILLIT Pension can only be transferred out to another Authorised Scheme in accordance with these Terms and Conditions and the Trust Deed.
- 13.2 We may close your TILLIT Pension on giving you notification, if (i) we cease to act as Administration Company and a suitable replacement cannot be found, or (ii) it becomes impractical to continue to administer your TILLIT Pension in accordance with any Applicable Law.
- 13.3 If we close your TILLIT Pension on these grounds, we will give you at least 90 days' notice of the closure and will explain your options for transferring out to another Authorised Scheme.

14. Your personal information

- 14.1 We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at <https://tillitinvest.com/privacy>). By accepting these Terms and Conditions, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

15. Intellectual property

- 15.1 All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by TILLIT Limited or by external content providers. Nothing in these Terms and Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of TILLIT Limited or any third party.

16. Complaints & FSCS cover

- 16.1 If you have a complaint about any element of the TILLIT Pension please contact us at complaints@tillitinvest.com or by post at 42-46 Princelet Street, London, E1 5LP.
- 16.2 Your complaint will be handled by a person of appropriate competence and experience. That

- person will not have been directly involved in the matter which is the subject of the complaint
- 16.3 We will endeavour to resolve any complaint as soon as possible
- 16.4 If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint
- 16.5 By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet ‘Your Complaint and the Ombudsman’ and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square London E14 9SR
Telephone: 0800 023 4567 (call charges will vary)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The Pensions Ombudsman

The Pensions Ombudsman may investigate and determine certain complaints or disputes about pensions that are referred to the Ombudsman in accordance with legislation, and may be contacted at:

10 South Colonnade Canary Wharf
London E14 4PU
Telephone: 0800 917 4487 (call charges will vary) Email: helpline@pensions-ombudsman.org.uk
Website: www.pensions-ombudsman.org.uk

- 16.6 The TILLIT Pension is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your TILLIT Pension, its assets and any cash held in your TILLIT Pension and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:
- For cash, such as the money in your TILLIT Pension bank account - £85,000 per eligible claimant, per bank
 - For assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 16.7 Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS’s address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

17. Changing or ending these Terms

- 17.1 You agree to us transferring all or any of our rights and obligations under these Terms and Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. These obligations include the appointments of Seccl Custody Limited as the Administration Company and the appointment of Digital Pension Trustees Limited as the Trustee. If we do this, we will give you at least 90 days’ advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your TILLIT Pension from the time that the change takes effect to the extent that those

obligations applied to our appointment. The new administration company, or trustee will take on our obligations to provide the services under these Terms and Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.

17.2 We may make reasonable and appropriate changes to these Terms and Conditions at any time whilst your TILLIT Pension is open as follows:

- to meet any current or future change in law, including rules established by the FCA, HMRC or The Pensions Regulator, or regulation, guidance or regulatory approach
- to make these Terms and Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities
- to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 14.1 above
- to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements
- to reflect any changes to terms agreed between us and any third parties which are relevant to your TILLIT Pension
- other than as described in 12.10 above, we may also make reasonable increases to our charges to reflect any changes to the costs that we incur

17.3 If we do make any changes to the Terms and Conditions, the latest version will always be available on our website at <https://tillitinvest.com/terms-and-conditions> and you should refer to them regularly. Where we reasonably consider that changes are material or detrimental to you we will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).

17.4 Notwithstanding clause 17.3, changes that are necessary due to reasons outside of our control (e.g., a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.

17.5 In either case, if you are not happy with any change we make or plan to make to the Terms and Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this if a fee ever becomes due.

18. TILLIT Pension benefits

18.1 We only allow you to take benefits from your TILLIT Pension with the support and advice from an Independent Financial Adviser. If you do not have this support, we will be unable to allow you to take benefits from your TILLIT Pension. You can of course transfer your TILLIT Pension to another Authorised Scheme and we will not charge you for this transfer.

18.2 If you are 50 or over, the Government has launched a free and impartial service to help you understand what your choices are and how they work, this can be accessed online, over the telephone by calling 0800 138 3944 or face to face - see www.moneyhelper.org.uk/en/pensions-and-retirement/pension-wise.

18.3 It is strongly recommended that prior to accessing your pension benefits you seek advice from a suitably qualified financial adviser or obtain guidance from Pension Wise.

18.4 You can take benefits from your TILLIT Pension from the Normal Minimum Pension Age by instructing contacting the Scheme Administrator at, sipp@seccl.tech to:

- pay you one or more uncrystallised funds pension lump sums;
- buy a lifetime annuity from an annuity provider in your name with all or part of your

TILLIT Pension and pay you any pension commencement lump sum (“PCLS”) where allowable;

- commence drawdown pension (flexi-access drawdown)
- commence drawdown pension (flexi-access drawdown) with all or part of your TILLIT Pension or the balance after taking any Pension Commencement Lump Sum (“PCLS”).

18.5 You may be able to take benefits early if:

- you have transitional rights to a protected pension age, and you satisfy the conditions in the Trust Deed. A protected pension age was generally available for people who paid into a pension before 6 April 2006 and had a right to take their pension benefits at an earlier age than the current rules allow; or
- we are satisfied that you are, and will continue to be, incapable of carrying on your occupation because of physical or mental impairment (in this case you must provide medical evidence to show that you have become incapable of carrying on that occupation and will continue to be incapable of returning to it).

18.6 Any uncrystallised fund (this being a pension fund that has not yet been accessed for retirement income) can be used to pay a tax-free lump sum and then any remainder can be used to provide taxable retirement income. Alternatively, one or more UFPLSs can normally be paid. An UFPLS is a cash sum taken from a pension pot that has not paid out any retirement income. For each withdrawal usually the first 25% (or up to the available lump sum allowance, if lower) will be tax-free and the rest will be taxed at your appropriate tax rate as a pension under PAYE.

18.7 At the point you wish to take benefits you will be required to complete an application/questionnaire, available by emailing, sipp@seccl.tech. You are entitled to a 30-day cancellation period, for the first instance of taking benefits, effective from the date you receive a cancellation notice. Where you receive payment of benefits to which you are entitled and subsequently exercise your right to cancel you will be required to return the payments received back to the TILLIT Pension. Failure to do so will be deemed as overriding your cancellation instruction.

18.8 With the exception of your PCLS/tax-free lump sum, payments made by us to you from your TILLIT Pension will be made net of tax under PAYE and can be paid at regular intervals. We will normally offer payment on a monthly, quarterly or annual basis. Payments are conditional on there being sufficient cleared funds available in your TILLIT Pension. We may request that you dispose of Assets within your TILLIT Pension on a proportional basis to ensure there are funds available if the amount remains unpaid after 30 days.

18.9 Payment to you by means of flexi-access drawdown (“FAD”) can involve a payment of a tax-free PCLS with any income being taxable as income. FAD is an option to use your retirement fund to provide retirement income.

18.10 We will not pay benefits in accordance with these SIPP Terms unless we are satisfied as to each of the following:

- you have received financial advice;
- we have proper authority to pay the benefits;
- we are in receipt of all the necessary information required by regulations;
- we have received all the fees due to us;
- all liabilities and costs have been satisfied by your TILLIT Pension; and
- all outstanding transfers have been received by your TILLIT Pension.

18.11 Where you take benefits flexibly, your Annual Allowance will reduce. For details of this and how it could impact your retirement savings plans please speak with your Adviser.

18.12 When you commence taking benefits from your TILLIT Pension, there are two lump sum allowances available; the Lump Sum Allowance (LSA) and the Lump Sum and Death Benefits Allowance (LSDBA). For most people, the lump sum allowance (LSA) will limit the tax-free cash available from your pension to £268,275. In most cases, the lump sum and death benefit

allowance (LSDBA) will limit the total amount of tax-free cash available in your lifetime and when you die to £1,073,100. Before the 2023/24 tax year, the lifetime allowance was the limit on the amount of benefits you could take across all pension schemes before additional tax charges would apply. From 2023/24 the tax charge ceased to apply and from 6 April 2024 the lifetime allowance no longer applies. The lifetime allowance still limits tax-free lump sum entitlement. If you hold any forms of previous lifetime allowance protection, you will keep the lump sum entitlement from it. When you commence taking benefits from your TILLIT Pension we will calculate your available tax-free lump sum based on the information you provide. You must provide us with the information necessary for us to calculate the available lump sum allowance. This information includes details of any protections from the previous lifetime allowance that you have, and all lump sums previously taken. If the requested tax-free lump sum exceeds your available allowance the payment will be restricted to the available allowance.

- 18.13 If you took benefits before 6 April 2024 your lump sum allowance is reduced by 25% of the previously used lifetime allowance. Meaning if 100% of lifetime allowance was used, the lump sum allowance would be Nil. This is known as the “default transitional reduction”. However, where the actual amount of tax-free lump sums received were lower than the default amount, you can apply to the scheme administrator of any registered pension scheme that you are a member of, for a “transitional tax-free amount certificate”. The certificate will confirm the:

“Lump sum transitional tax-free amount” – the total of all the PCLS and tax-free amounts of UFPLS that has been paid before 6 April 2024.

And

“Lump sum and death benefit transitional tax-free amount” – the total tax-free amount of lump sums paid, including serious ill health lump sums and lump sum death benefits paid before 6 April 2024.

To apply for a “transitional tax-free amount certificate” from us, you (or your personal representatives) will need to provide complete evidence to the pension scheme of previous amounts received. The application for a “transitional tax-free amount certificate” must be made before any request to take benefits from 6 April 2024. The scheme administrator has 3 months under the regulations to issue the certificate or confirm why it cannot be issued. We will only refuse to issue the certificate if incomplete evidence has been received to allow the calculations to be completed. Once a certificate has been issued it cannot be cancelled if the member finds that their available lump sum allowances under the standard calculation would have been more beneficial.

- 18.14 In addition to the benefits listed above you have the option to purchase an annuity for life at any time from the Normal Minimum Pension Age. We do not provide annuities so your choice of annuity must be selected from a UK Insurance company.

19. Death Benefits

- 19.1 On your death the payments we make, and how these are taxed, will depend on:

- the Trust Deed;
- your age at the time of death; and
- how we exercise our discretion.

- 19.2 Upon being notified of your death, in order to settle any death Benefits payable under your TILLIT Pension your beneficiaries or legal representatives should send a copy of your death certificate (either original or certified copy) to your financial adviser who will forward it to us.

- 19.3 On receipt of your death certificate, we will restrict all investment and freeze the portfolio until an instruction is received from the appointed representatives.

- 19.4 We may, at our complete discretion, decide who should receive a lump sum death benefit and if

- in what proportion. The list of your potential beneficiaries include any one or more of your beneficiaries, dependents, nominees or successors.
- 19.5 Where you have made a nomination, we will take your wishes into account but are not bound by them. This will include the ability to establish a new TILLIT Pension for a new Scheme member.
- 19.6 By exercising our discretion in favour of a dependent, nominee (such nominee must have been nominated by you), or other beneficiary, that dependant, nominee or beneficiary (as applicable) may choose for the Benefits to be paid in one or more of the following ways:
- a lump sum death benefit;
 - income from income drawdown (via transfer to another provider); or
 - the purchase of an annuity.
- 19.7 We shall deduct any tax from the lump sum for which the Scheme may be liable. All nominees must be selected via our online process.
- 19.8 On your death the value of your TILLIT Pension can be used to provide a lump sum or an ongoing income or used to buy an annuity. If death occurs before your 75th birthday, then lump sum payments from your TILLIT Pension and income from any new provider will generally not be subject to tax as long as it is possible to make a payment within the two years from the date we are notified of your death. If death occurs on or after your 75th birthday, then any lump sum payments are generally subject to tax.
- 19.9 Lump sum death benefits received by your dependant or nominee successor will be tested against your available allowance (see clause 17.12 explaining allowances). Where lump sum death benefits are paid in respect of a deceased dependant, nominee or successor, these will be tested against the nominee's or successor's available lump sum and death benefit allowance. The benefit will not be tested against the original member's or beneficiary's allowance.

20. How to contact Seccl

We recommend that you contact Seccl by sending an email to SIPP@seccl.tech or via telephone on 01225 435200, lines are open, Monday to Friday 09:00 to 17:00.

Please do not include any account details when you contact us by email.

Seccl Technology Limited is registered in England and Wales No 10237930. Registered office 20 Manvers Street, Bath, BA1 1JW.

Seccl Custody Limited, is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

21. Additional TILLIT Pension Definitions

In addition to the main definitions in part 1 of Section A, the following words and expressions in this Section C have the meanings appearing below:

Act – the Finance Act 2004 covering pension schemes and defining the rules by which we can operate.

Annual Allowance – the amount set by HMRC that you, your employer and any third party can pay to all your pension(s) each tax year before additional tax charges may apply.

Application – your application for and any associated information regarding the TILLIT Pension.

Authorised Scheme – a “UK registered pension scheme” or a “qualifying recognised pension scheme”, such terms as defined in the Act.

Benefit - any payment made from your TILLIT Pension to you or person(s) legally entitled to receive such payments.

Contribution – a payment by you, an individual on your behalf and/or an employer into your TILLIT Pension.

FCA Rules – the FCA’s Handbook of rules and guidance, as amended or replaced from time to time and including, where relevant, any directly applicable EU regulation.

Lifetime Allowance – was the maximum amount set by HMRC that an individual could save within registered pension schemes in their lifetime without incurring an additional tax charge up until 5 April 2024, after which it was abolished.

Lump Sum Allowance (LSA) - the tax-free cash limit you can get from your pension(s) currently set at £268,275 from 6 April 2024.

Lump Sum and Death Benefit Allowance (LSDBA) - the total amount of tax-free cash you can get in your lifetime and when you die set at £1,073,100 from 6 April 2024.

Member – a person admitted to membership of the Scheme, having made an Application to do so and who has not thereafter left the Scheme, and Membership should be read accordingly.

Normal Minimum Pension Age – the earliest age at which tax law normally permits Benefits to be paid to pension scheme members without penalty other than in circumstances of ill health. Currently, it is age 55 and will rise to 57 from 6 April 2028.

Personal Pension – the personal pension holding Cash and Assets individually for you and for your benefit that enables you to make Contributions to and take Benefits from the Scheme.

Scheme – the registered pension scheme known as the “Seccl Personal Pension” which has been established by the Trust Deed and registered with HMRC in accordance with Chapter 2 of Part 4 of the Finance Act 2004.

Scheme Administrator – Seccl Custody Limited or any successor that may be appointed from time to time who is the appointed administrator of the Scheme.

The Pensions Regulator – the UK regulator of workplace pensions, which also has certain roles in relation to personal pensions.

Trust Deed – in relation to Seccl Personal Pension, the Trust Deed and rules for the Scheme as may be amended or supplemented from time to time.

Transfer – the transfer of assets to the Scheme from another Authorised Scheme.

Transfer Out – the transfer from us of the value of all or part of your TILLIT Pension to another Authorised Scheme.

Trustee - Digital Pension Trustees Limited in its capacity as trustee for the Scheme.

Unauthorised Payment – a payment which is not authorised under the Act.

Uncrystallised Funds Pension Lump Sum (UFPLS) - allows you to withdraw some or all of your uncrystallised funds as a lump sum. Within the limitations of available lump sum allowance, 25% (or up to the available lump sum allowance if lower) of the UFPLS will be paid tax free, with the balance taxed as pension income at the point of withdrawal.