

SARANAC

PARTNERS

Services & Terms of Business

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Introduction

This document sets out the legal relationship between you and Saranac Partners Limited (Saranac Partners) and, outlines our range of services, and the terms and legal basis on which we offer them. Saranac Partners is authorised and regulated by the Financial Conduct Authority.

This document is divided into the following five parts:

Part 1: About Saranac Partners

Part 2: A Guide to our Services

Part 3: Investment Risks

Part 4: Terms of Business

Part 5: Glossary of Terms

Part 4 (Terms of Business) sets out the general terms of our relationship and, amongst other things, details the services we will provide to you and the fees we may charge.

About Saranac Partners

1. About Saranac Partners

1.1. Saranac Partners core beliefs

Saranac Partners is an independent* London-based wealth management firm established in 2015 with the sole focus of serving the investment needs of private clients.

The Saranac Partners proposition and business model is underpinned by five core beliefs:

We believe in keeping it simple

Wealth management is complicated, keeping it simple is an art. We believe that means being clear and focused.

We believe in talent

We have the best pool of multidisciplinary private client expertise in the business. We believe deeply in intellectual capital, expertise, experience and credibility. We are also creative, lateral in our thinking, responsive and proactive. Our people and culture are our alpha.

We believe in specialists

Our focus is knowing our clients and deploying expertise, creativity and resources to structure the best possible solutions. We work with partners freely and openly to do that.

We believe in the power of the network

We are flexible, but we are obsessive about quality. We believe a network is greater than any individual firm. Our network consists of other organisations who are specialists. They put more time, energy and resource into their area of focus than we could ever do, and they are the best in the world.

We believe things work better when you're all on the same side

In our firm clients, shareholders and staff are partners. We all want better client outcomes and a better firm. We aim to provide a service that clients are happy to pay for, a firm where the best professionals want to work and an enterprise that creates genuine value.

1.2. Which services do we offer?

We can engage with clients either through our Wealth management Services or our Family office service. Both services have access to our five proposition pillars:

Investment Services

Wealth Advisory & Fiduciary

Financing & Solutions

Private Capital

Wealth Aggregation & Analytics

** Saranac partners is only able to complete Forward FX transactions and certain other OTC transactions through your nominated custodian and therefore in respect to this asset type not independent.*

Investment Services	Wealth Advisory & Fiduciary	Financing & Solutions	Private Capital	Wealth Aggregation & Analytics
Comprehensive range of open architecture investment services	Holistic wealth plan and structuring strategy	Sophisticated, bespoke and open architecture solutions to provide liquidity, cash deposits and diversification	Sourcing & introduction of direct investment opportunities	Aggregated reporting across custodians and managers centres
Portfolio, thematic and execution focused investment styles	Ongoing oversight and coordination of implementation		Consulting and support for corporate finance transactions	Deeper insight into holistic allocation, performance and exposures allocation
Portfolio Management	Wealth Structuring & Planning	Portfolio Financing	Direct Investment Opportunities	Wealth Aggregation
Investment Advisory		Structured Financing		Corporate Finance
Active Advisory				
Execution Only				
Liquidity Management		Customised Solutions		
Multi Jurisdictional Reporting				

1.3. How do we charge?

We recognise that every client has specific and different needs. We will therefore design a bespoke charging approach and Fee Profile in consultation with you. This will be agreed with you in advance of using any of our services. Our approach to fees and charging is based on the following core principles:

- **Clarity and transparency**
- **Fiduciary alignment**
- **Structural flexibility**
- **Advice and service-focused**

We will agree one or more of the charging methods and structures based on the services required and your individual circumstances and preferences. More details can be found in the “Fees and Charges” Schedule which your Client Advisor will provide to you along with these Terms.

1.4. Custodian services

Where you have elected an Investment Service you need to appoint a custodian for the safe keeping of your assets.

Saranac Partners has arrangements with a number of custodians. Your Client Advisor will confirm Saranac Partners are able to engage with the custodian partner you select and any specific requirements in order to facilitate this arrangement.

You will need to enter into an agreement with the custodian for the provision of custody and trade execution and Saranac Partners can facilitate the opening of the necessary accounts with your preferred custodian.

You will become a client of your selected custodian (as well as Saranac Partners) and will need to complete their account-opening documentation and process. We will assist you in this process.

You will be required to appoint us as the investment advisor and investment manager, via a limited Power of Attorney to allow the account to be operated on your behalf. Full details of this service are contained within the documentation that your custodian will provide to you.

Some custodians may require you to place all transactions with the custodian's nominated trading partner(s). Where this is the case you accept that this may impact the range of products we have access to and will impact our order execution policy where all transactions will be treated as directed transactions.

Who regulates us?

Saranac Partners is authorised and regulated by the Financial Conduct Authority.

Saranac Partners Limited's Financial Services Register Number is: **763601**

Registered office:
16 St James's Street
London
SW1A 1ER

Saranac Partners offers services in investment advice, management, dealing in investments as agent on behalf of its clients, arranging transactions on behalf of its clients, strategic advice on asset allocation and arranging safeguarding and administration of assets.

Our authorisation status is listed on the Financial Services register and can be checked by you at any time by visiting the FCA's website: www.fca.org.uk/firms/systemsreporting/register or by contacting the FCA: www.the-fca.org.uk/contact Telephone: **0800 111 6768**

1.5. **What to do if you have complaint**

If you wish to register a complaint, please contact us:

In writing to:
The Complaints Officer
Saranac Partners Limited
16 St James's Street
London
SW1A 1ER

By phone on:
+44 (0) 207 509 5700

By email to:
complaints@saranacpartners.com

A Guide to our Services

1. Investment Services

Saranac Partners offers a comprehensive range of investment services on an open architecture basis. Our investment team evaluates and selects investment products from across the market to create our Approved List. These investment products and securities are subject to our robust due diligence and approval process as detailed in our Investment Policy.

All investment accounts will only use investment products from within the Approved List. Execution Only accounts are not limited to this universe of products.

Saranac Partners offer a range of investment services to suit your preferred approach

- **Portfolio management**
- **Investment advisory**
- **Active advisory**
- **Execution only**
- **Liquidity management**

In order to provide investment services, we have entered into third-party manager agreements with third party custodians under which they provide management services to clients including a trading platform, execution, safe custody and credit.

1.1. **Portfolio management**

The Portfolio Management service is for clients who wish to delegate the management of their assets to a dedicated portfolio manager (PM). The PM will work with you to establish a clear mandate for the management of your assets which will be documented within an Investment Management Agreement. The mandate will clearly articulate the risk profile, return requirements and investment and service preferences for the account. Once the mandate is agreed, the PM will understand your individual situation, requirements

and objectives, and will determine an asset allocation based on the views of the Saranac Partners Investment Committee. The PM will then construct a portfolio using direct securities, passive instruments and allocations to external managers. The PM will actively manage the portfolio subject to the instructions and constraints within the mandate. The PM will maintain the risk profile of the portfolio while simultaneously looking for opportunities to achieve returns through asset allocation and product / manager selection. All investment management agreements will be reviewed annually with you as part of the client review process.

1.1.1. **Product coverage**

Our Portfolio Management Service encompasses a broad range of asset classes and products including equities, bonds, funds, passive instruments, structured products / deposits and derivatives. Portfolio Managers will typically maintain a high degree of liquidity in the portfolio but may access less liquid investment opportunities where permitted by the mandate. PMs may also use derivatives in order to manage volatility or to hedge currency or interest rate risk.

1.1.2. **Decision making**

When selecting the Portfolio Management service, clients choose to fully delegate decision-making to their PM who has full discretion to manage risk and assess opportunities in the market, subject to the instructions within the Investment Management Agreement. You can request a meeting or discuss your account and its performance with your client adviser

and portfolio manager at any point to understand how it is meeting your objectives.

1.1.3. Reporting

You will receive the following reports:

- (a) An Investment Management Report provided by your custodian; and
- (b) A Portfolio Management report provided by Saranac Partners

Where your account contains Contingent Liability Transactions you will receive an Investment Management Report monthly in line with the requirements of the FCA.

In addition, a contract note for all purchase and sale transactions will be made available to you via your custodians preferred method and can be requested from Saranac.

1.2. Investment advisory

The Investment Advisory service is for clients who wish to work collaboratively with an Investment Advisor (IA) to manage their investments as a holistic portfolio. The IA will work with the client to establish a series of Investment Objectives which will clearly articulate the risk profile, return requirements and investment and service preferences for the account. These Investment Objectives constitute the mandate for the account. The IA will then present a series of suitable and appropriate investment ideas and provide ongoing, holistic investment advice to ensure client holdings are aligned with their investment objectives and mandate. All Investment Objectives will be reviewed annually with you as part of the client review process.

1.2.1. Basis of investment advice

Saranac Partners will provide you with independent advice and recommendations after having fully assessed your needs and situation. Your needs will be established by us through our client application and onboarding process and through regular reviews. Our recommendations will be based on a full analysis of the market and our understanding of your requirements.

1.2.2. Product coverage

Our Investment Advisory service encompasses a broad range of asset classes and products including equities, bonds, funds, passive instruments, structured products / deposits and derivatives. Investment Advisors will make recommendations on both liquid and illiquid investment opportunities depending on your profile and risk tolerance. Saranac Partners will only advise on and allow you to hold assets it deems suitable for your risk profile. Saranac Partners reserves the right to decline to arrange any transaction requested under the Investment Advisory service if it is not deemed suitable for you or in accordance with the account mandate. You may be able to execute the transaction via an execution only service.

1.2.3. Decision making

The Investment Advisory service is an advisory service and therefore decision making authority rests with you. The IA provides guidance, advice and information to assist you in making investment decisions that match your stated investment objectives. No transaction will be executed without your approval with the exception of involuntary corporate action events. In certain situations, it may be necessary to raise funds to meet a previously agreed obligation such as payment of fees. We will make every effort to contact you but where we are unable to reach you the IA will sell the most liquid assets to meet the commitment and confirm to your nominated email address or mailing address the details and reason for the transaction.

1.2.4. **Reporting**

You will receive the following reports:

- (a) An Investment Management Report provided by your custodian; and
- (b) A Management report provided by Saranac Partners.

Where your account contains Contingent Liability Transactions you will receive a consolidated client report monthly in line with the requirements of the FCA

In addition, you will receive a contract note for all purchase and sale transactions executed on your account sent to your nominated recipient and made available to you via your custodians preferred method and can be requested from Saranac.

1.3. **Active advisory**

The Active Advisory Service is for clients who wish to actively engage in the markets and access short and medium term opportunities. These opportunities are not managed as part of a holistic portfolio but rather as stand-alone, high conviction ideas. The investment advisor will work with you to establish a number of investment objectives which will clearly articulate the risk profile, and return objectives of individual investments that you would wish to be advised on for potential inclusion in your account. The advisor will then offer advice, thematic commentary and trade and investment ideas that are suitable and appropriate for you. The advisor will also work with you to arrange transactions in the individual ideas or act on your instruction should you wish to close out an investment. Your individual Investment Objectives will be reviewed annually with you as part of the Client Review process.

1.3.1. **Product coverage**

Our Active Advisory service is primarily focused on liquid capital markets products e.g. equities, bonds, FX, structured products /deposits and derivatives but will be driven primarily by your risk profile and return objectives.

1.3.2. **Decision making**

The Active Advisory service is an advisory service and therefore decision making authority rests with you. The advisor provides guidance, advice and content to assist you in making investment decisions. Saranac Partners will only advise on assets it deems suitable or appropriate for your risk profile. Saranac Partners reserves the right to decline to arrange any transaction requested under the Active Advisory service if it is not deemed suitable or appropriate for you or in accordance with the investment objectives of the account. You may be able to execute the transaction via an execution only service.

1.3.3. **Reporting**

You will receive the following reports:

- (a) An Investment Management Report provided by your custodian; and
- (b) A Management report provided by Saranac Partners.

Where your account contains Contingent Liability Transactions you will receive a Consolidated Client Report monthly in line with the requirements of the FCA.

In addition, you will receive a contract note for all purchase and sale transactions executed on your account sent to your nominated recipient or made available to you via your custodians preferred method and can be requested from Saranac.

1.4. **Execution only**

This service is for clients who require execution services without advice. This service is only available to clients who choose to receive another service from Saranac Partners and is not offered in isolation. Saranac Partners is able to receive and transmit your orders to brokers for execution and to arrange transactions according to your instructions. Saranac Partners will ensure order reception and transmission for clients in accordance with the order execution policy but will in no instance provide advice on the transaction or assess the suitability of the asset.

1.4.1. **Product coverage**

Our execution only service is restricted to liquid capital markets products e.g. equities, bonds, spot FX transactions and funds held on our available-to-trade register.

You are able to trade in any asset:

- (a) meeting the above criteria;
- (b) where you have the necessary custody accounts and available cash; and
- (c) Saranac Partners is able to access the market through its trading partners.

Our traders will be able to confirm whether your proposed transaction can be accepted.

New custody and cash accounts can be opened for you with your custodian and the time required to complete this will depend on the markets and currencies requested. Saranac Partners reserves the right to decline to execute any transaction requested under the execution only service.

1.4.2. **Decision making**

This service is purely execution only, all decision making authority rests with you.

1.4.3. **Reporting**

You will receive the following reports:

- A Management Report provided by your appointed custodian; and
- A Management report provided by Saranac Partners

In addition, you will receive a contract note for all purchase and sale transactions executed on your account sent to your nominated recipient and made available on the custodian client website.

1.5. **Liquidity management**

Our Liquidity Management Service is for clients who wish to optimize their liquid holdings. We advise on the allocation of your assets across cash deposits, money market funds, fixed income securities and bespoke structures to deliver the right combination of access, term, risk and return. We seek to offer counterparty diversification by working with a

range of third party providers, while ensuring the oversight and administration is coordinated by Saranac Partners. Clients accessing this service may therefore be required to access a service provided by a third party which will be governed by separate terms and conditions. Saranac Partners offers liquidity management as an advisory service.

1.5.1. **Product coverage**

Our liquidity management service focuses on highly liquid, low risk assets. These include cash deposits with a variety of counterparties, money market funds, fixed income securities and bespoke structures.

1.5.2. **Decision making**

Liquidity management is offered on an Advisory Basis therefore, the final decision rests with you.

1.5.3. **Reporting**

Reporting for this service will depend on your specific solution and preferences.

2. Wealth Advisory and Fiduciary

2.1. **Wealth advisory & fiduciary**

Saranac Partners believes that having a clear set of goals and objectives for your wealth, and ensuring your holdings are structured accordingly, is critical to successful wealth management. Our Wealth Structuring and Planning Service is first and foremost a diagnostic process. We seek to understand and articulate how, why and where you wish to deploy your wealth during your lifetime and over an intergenerational period. We can then guide you towards an efficient and effective way to organize, structure and administer your wealth in order best to meet these goals.

We can work with a number of third parties (lawyers, accountants, trustees etc.) to advise and implement solutions. We can assist you with introductions to relevant third parties but do not insist on or specifically recommend any potential adviser.

2.1.1. **Decision making**

All decision making authority rests with you. The Adviser provides guidance, advice and content to assist you in making the decisions that best meet your objectives and requirements. Saranac Partners strongly recommends that you take independent tax and legal advice before undertaking any structuring or deal execution to ensure the proposals are fully in line with your wider tax and legal affairs. Saranac Partners does not provide legal or tax advice.

3. Financing & Solutions

Saranac Partners can structure and arrange bespoke solutions to support its clients with a range of cash deposit, investment, liquidity, structuring and risk management requirements.

Saranac Partners offers three services to meet these requirements:

- **Portfolio financing**
- **Structured financing**
- **Risk management and customised solutions**

3.1. **Portfolio financing**

Saranac Partners can structure and arrange portfolio finance facilities for clients seeking to raise liquidity from investment portfolios managed by Saranac Partners. We work with a small number of custodian and lending partners to procure financing solutions that are effective and competitive.

Any loan agreement will be a direct agreement between you and the third party lender and will be governed by the terms of business of that lender. Saranac Partners will provide product management and administrative support in executing the transaction.

3.1.1. **Product coverage**

We can arrange financing against a broad range of financial investments selected by Saranac Partners.

3.1.2. **Reporting**

You will receive a detailed recommendation around any proposed lending prior to entering into the financing agreement. Once the finance and security agreements have been completed and the leverage facility drawn down you will receive a

monthly statement detailing the following:

- (a) A consolidated list of your assets held with custodian and leverage provider including their current valuation as at the date of the report.
- (b) A review of performance for your assets for the period of the report.
- (c) Details of all transactions executed across your account for the period including details of all sales and purchases in line with the requirements of the FCA.
- (d) The total amount of the leverage available, the amount of leverage utilised and the head room available will be clearly displayed

Saranac Partners will monitor asset and lending values and will work with the client and lender to ensure that any actions, for example a margin call, are anticipated and managed in an optimal and efficient way for the client.

3.1.3. **Decision making**

Decision making authority rests with you. Saranac Partners will provide guidance, advice and content to assist you in making the decisions that best meet your objectives and requirements.

3.2. **Structured financing**

Saranac Partners can construct and source tailored solutions for clients with complex financing needs. We will first undertake a full diagnostic of both the financing requirement and your balance sheet position. We will then propose a suitable structure for raising financing given your specific requirements, preferences and constraints. Finally, we will work with a range of financing partners to source and evaluate various provider(s) for

the solution. Saranac Partners will manage all aspects of the transaction through sourcing, selection, documentation and execution.

3.2.1. Product coverage

We can arrange financing against a broad range of financial, real estate, corporate and lifestyle assets. Our team will be able to provide advice on the types of assets and products that are covered and typical lending terms available.

3.2.2. Reporting

Reporting for this service will depend on your specific solution and preferences. The nature and frequency of reporting will be agreed with your client adviser and clearly articulated as part of our proposal.

Any third party provider of capital will report directly to you and full details will be contained within their agreement with you.

3.2.3. Decision making

Decision making authority rests with you. Saranac Partners will provide guidance, advice and content to assist you in making the decisions that best meet your objectives and requirements.

3.3. Risk management & customised solutions

This service is for clients who require a bespoke solution to manage specific risks or gain particular exposures. These solutions typically employ derivative strategies and access capability from investment banks. Each solution is specifically constructed and tailored to client needs in conjunction with relevant product providers. Saranac Partners will first understand the relevant requirements and suggest solutions based on the client's objectives and constraints. We will source and evaluate third parties who may act as counterparty and product-provider for the transaction and will oversee and manage the solution from design to execution.

3.3.1. Product coverage

Risk Management and Customised Solutions typically involve the use of derivatives and / or access to investment banking products and structuring capability and are highly bespoke in nature.

3.3.2. Reporting

Reporting for this service will depend on your specific solution and preferences. The nature and frequency of reporting will be agreed with your Client Adviser and clearly articulated as part of our proposal.

Any third party provider / counterparty will report directly to you and full details will be contained within their agreement with you.

3.3.3. Decision making

Decision making authority rests with you. In conjunction with product-providers Saranac Partners will provide guidance, advice and content to assist you in making the decisions that meets your objectives and requirements.

3.4. Regulated mortgages

Saranac partners cannot provide advice with respect to regulated mortgages but can introduce clients to our preferred partners. Saranac Partners is not a licensed mortgage broker.

4. Private Capital

Saranac Partners sources and originates specific private investment opportunities for our clients via the Direct Investment Opportunities service. We can also provide consulting and execution support to clients undertaking private capital transactions via the Private Capital Consulting service.

4.1. Direct investment opportunities

Saranac Partners sources opportunities for you to invest in private companies and real assets. These opportunities offer access to the return potential of an identified asset or operating company. Saranac Partners does not perform due diligence on these opportunities and therefore requires clients to perform their own diligence and evaluate each asset. Direct investment opportunities involve a wide range of potential risks including illiquidity. As a result, clients must be assessed and pre-cleared by the compliance team at Saranac Partners before they are deemed eligible to access such opportunities.

The investment opportunity may be on a direct basis whereby you could be the sole investor. Alternatively, the opportunity may be on a co-investment basis whereby a number of investors will participate in a single transaction.

4.1.1. Product coverage

The direct investment opportunities service covers a wide range of investments into specific operating companies or physical assets, these include real estate, infrastructure projects or business enterprises.

Saranac Partners will apply a screen to ascertain whether an opportunity may be of interest to you and act as an introducer to the opportunity. Therefore, we strongly recommend that you must undertake

independent due diligence prior to making your investment decision to ensure the opportunity meets your objectives.

4.1.2. Decision making

All decision making authority rests with you. Saranac Partners can provide assistance to execute the transaction but will not provide advice on the opportunity or its suitability in meeting your objectives and requirements. Saranac Partners will recommend that you take independent advice before undertaking any investment.

4.1.3. Reporting

Reporting for this service will depend on your specific solution and preferences. The nature and frequency of reporting will be agreed with your Client Adviser and clearly articulated as part of our proposal. You may receive direct reporting from the investment entity.

4.2. Corporate finance

Saranac Partners is able to act as an introducer for clients who are undertaking a corporate finance transaction. For clients seeking to buy or sell an asset, raise capital or undergoing an IPO, we can partner to navigate every step of the process. Saranac Partners can manage interactions with lawyers, accountants, investment bankers and consultants to ensure the transaction is as seamless as possible.

4.3. Private capital consulting

Where requested Saranac Partners can review and screen potential investment opportunities. This is not a recommendation service but will produce a report on the investment opportunity in order to assist the client in completing their own due diligence assessment.

5. Wealth Aggregation & Analytics

5.1. **Wealth aggregation**

The Wealth Aggregation service is for clients who have assets held in accounts across multiple custodians or managers including assets such as property held outside such accounts. As described below Saranac Partners can develop an aggregated and consolidated report in order to create a single, clear statement of your positions and holdings. The level of reporting and performance information is dependent upon the data provided to Saranac Partners by you, and your third party custodians and managers.

5.1.1. **Reporting**

Saranac Partners will create aggregated reports periodically as agreed with you, detailing your overall positions and holdings. Where possible overall performance of portfolios/accounts will also be calculated and reported.

5.2. **Wealth analytics**

The Wealth Analytics service is for clients who have investment holdings with different managers and wish to gain a deeper insight into their portfolios and performance. The analytics team will consolidate your accounts and positions and analyse your asset allocation, risk and exposures, performance and fees. We will then compare this analysis to our knowledge and understanding of you and our views on markets. We use this insight to make recommendations regarding your portfolio construction, provide performance narrative on your various managers and calculate your Fee Profile and total expense ratio. We can offer this service as a one-off review or on an ongoing basis.

5.2.1. **Product coverage**

Our analytics team is able to analyse a broad range of products and provide a clear narrative on the exposures, risks and performance of your holdings. The depth of this analysis is dependent on the level of data provided by you and your appointed managers and custodians.

5.2.2. **Decision making**

If requested, the Wealth Analytics Service can provide you with recommendations regarding your asset allocation. However, as this is a diagnostic service, the final decision on any changes to your portfolio rests with you.

5.2.3. **Reporting**

The Wealth Analytics Service can be offered on a one-off or periodic basis (quarterly, semi-annually or annually) based on your preferences.

Investment Risks and Restrictions

1. General Investment Risk Warnings

Trading and investing in financial products always involve risk and we want you to be well informed about the risks inherent in investments. This part of the document describes a range of investments and the risks they carry. It is not intended to be a substitute for legal or financial advice. It is your responsibility to take legal and financial advice on your particular circumstances and to satisfy yourself as to those aspects. The following risks outlined below are not exhaustive and you should be aware that other risks may apply that are not covered under this document.

1.1. **Volatility of returns**

The value of investments and the amount of income derived from them may go down as well as up. All investments can be affected by macro-economic market conditions, such as the interest or exchange rate environment, political factors or other factors. You may lose all capital invested.

1.2. **Liquidity and non-readily realisable securities**

Some investments, such as those that are not government securities, listed investments or investments that regularly trade on an exchange, may be illiquid. This means they are infrequently traded and so it may be difficult to sell them in a reasonable timeframe or at a price which reflects "fair" value. In extreme cases, you may not be able to realise your investment and could lose the whole amount invested. It may be difficult to obtain reliable independent information about the ongoing value of such an investment.

1.3. **Borrowing, investment leverage or gearing**

Borrowing increases the volatility and the risk of investing. This is true whether a company in which you invest has significant borrowing

or whether an investor borrows money for the specific purpose of investing or a product borrows as a part of its investment strategy. The impact of borrowing, leverage or gearing can be as follows:

- (a) Movements in the price of an investment lead to much greater volatility in the value of the leveraged position and this could lead to sudden and large falls in value;
- (b) The impact of interest charges could lead to an increase in any rate of return required to break even;
- (c) An investor may receive back nothing at all if there are large falls in the value of the investment; and,
- (d) In extreme circumstances, certain products can result in a liability in excess of the amount invested.

This is particularly important when engaging in derivative or contingent liability transactions.

1.4. **Contingent liability transactions (margin trading)**

Contingent liability transactions may require you to make additional payments in respect of an investment account. If you trade in instruments such as futures, contracts for differences or options you may sustain a total loss of the margin you deposit with your broker to establish or maintain a position. If the market moves against you, you may be called upon to pay additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you may be liable for any resulting deficit. Contingent liability transactions which are not traded on or under the rules of a recognised or designated investment exchange (OTC transactions) may expose you to greater risks than those which are

so traded. Saranac does not consider a forward foreign exchange transaction entered into for the purposes of hedging to be a contingent liability transaction.

1.5. **Foreign exchange / currency risk**

Investments denominated in foreign currencies open up additional risks related to the relevant exchange rate. Movements in exchange rates may cause the value of an investment to fluctuate either in a favourable or unfavourable manner when compared to the reference base currency.

1.6. **Counterparty risk**

There is a risk that a financial institution or other counterparty fails to meet its obligations and does not or cannot pay amounts due to you. This is particularly relevant where you have invested in structured products or OTC derivatives that often rely on the counterparty's ability to repay the sums owed to you under the terms of the contract. Cash held with deposit takers and the issuers of fixed income assets also give rise to counterparty risk if these entities are unable to meet their obligations to you.

1.7. **Legal and tax**

The tax treatment of investment products can be complex, and the level and basis of taxation may alter during the term of any product. Prospective investors should therefore obtain professional tax and legal advice appropriate to their own circumstances and the circumstances of the particular investment before and while investing.

1.8. **Market suspension**

In extreme circumstance an exchange may suspend trading on all or select securities traded through the exchange. In these instances, you may not be able to realise your investment at least during the period of any suspension.

1.9. **Fund gating**

In certain circumstances a fund may be able to limit the amount of withdrawals from a fund during a redemption period. The decision to

implement a gate is at the discretion of the fund. The purpose is normally to prevent a run on the fund which could trigger the fund manager having to sell off a large number of positions, potentially at a loss, and significantly impact the ability of the fund to operate or preserve the value of its investments. This may result in a delay in realising your investment.

1.10. **Foreign markets**

Transactions on markets in certain jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection to the markets in which you are used to investing.

1.11. **Over the counter ("OTC") transactions**

Transactions executed or entered into on an OTC basis are not subject to exchange rules and instead are subject to bespoke terms agreed between the parties to the transaction. It may not always be possible to clearly see if a transaction has been completed OTC rather than on an exchange. OTC investments may be hard to value, and difficult or impossible to liquidate. Therefore, these transactions carry additional risks.

1.12. **Charges**

Before you trade, you should obtain a clear explanation of all fees and other charges for which you will be liable. These charges will affect your net profit or loss. Saranac Partners will provide bespoke Fee Profile prior to any new service being provided to a client.

1.13. **Deposited cash / assets**

The protections afforded to money and assets deposited with foreign and domestic institutions can vary greatly, particularly in the event of insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules applicable to the institution in question. That legislation and those rules may

be more restrictive than in markets in which you already invest.

1.14. **10% Market loss**

Within any given reporting period (default quarterly) you will be informed if the market value of your portfolio drops by increments of 10% below the market value last reported to you.

1.15. **10% Absolute loss**

Where your portfolio contains a leveraged asset monitoring will be against the market value of the asset at the point the loan or leverage is drawn. You will be advised if the market value of your asset drops by increments of 10% below the market value of the asset at the point the loan / leverage is drawn.

Where your portfolio contains a contingent liability transaction monitoring will be against the market value of the asset against the purchase cost of the asset. You will be advised if the market value of your asset drops by increments of 10% below the purchase cost. A forward foreign exchange transaction not entered into for the purposes of hedging a portfolio will be considered a contingent liability transaction.

Unless otherwise requested by the client Saranac will consider all contingent liability transactions to have notification of loss threshold of 10% of market value.

2. Product Specific Investment Risks

All investment products carry risks and some products inherently contain more risks than others. You must ensure you understand the risks associated with products in which you invest. Saranac Partners views an asset's risk to be made up of a number of factors. These factors give rise to two key characteristics we assess when rating the risk level of an asset:

- Capital loss i.e. what is the potential for decline in the value of an asset to cause a high level of capital loss. In the case of some derivatives or structured products this loss could well exceed the initial investment; and,
- Volatility i.e. how much the asset may fluctuate in price or income over a given time given its inherent characteristics.

Saranac Partners will agree a Risk Profile with you through the on-boarding process. Your Risk Profile represents our best understanding of your tolerance for risk, financial loss and volatility and your level of experience in each asset class. Your investments and accounts with Saranac Partners will be operated in line with this risk categorisation. This may mean certain asset classes will not be recommended to you or that your asset allocation will be more heavily weighted to higher or lower risk investments. Your Risk Profile will be reviewed as part of your Client Review.

We have summarised below some of the specific risks linked to certain asset types. These are not intended as an exhaustive list but as an illustration. The specific risks associated with a given investment or opportunity will be explained to you prior to any investment and included in any recommendation we make to you. It is your responsibility to be aware of all the risks associated with an investment.

If at any point you are:

- (a) unclear on the risks associated with your investments or a prospective opportunity, asset or investment; or
 - (b) feel your risk profile is not representative of the level of risk you willing to accept
- you should contact your Client Adviser in the first instance who will clarify the specific risks of an asset with you or review your risk categorisation and suitability, where appropriate.

2.1. **Equity securities and equity funds**

Ownership of an equity security represents a direct stake in the underlying company concerned and is generally considered higher risk

Non sterling-denominated equities are subject to currency risk which exposes investors to additional risks related to the relevant exchange rate.

Equity funds are invested entirely in equities and, while this spreads the risk wider than investing in a single company, will be exposed to the overall market.

2.2. **Smaller companies**

Shares in smaller companies may have low liquidity. These shares may not be readily sold, and could therefore be difficult to realise. Furthermore, such shares may trade at very low prices, a feature which is often characterised by significant price volatility associated with such stocks.

2.3. **Debt securities and fixed income funds**

The value of debt securities (or "bonds") can generally be expected to be more stable than that of equity investments. However, in some circumstances, particularly when interest rate expectations are changing, the value of most bonds may become more volatile.

The value of a bond can be adversely affected by a number of factors, such as:

- (a) The issuer's credit rating, which reflects their ability to repay the amounts payable when they fall due;
- (b) The market expectations of future interest and inflation rates;
- (c) The amount of interest payable (the coupon);
- (d) The length of time until the debt falls due for repayment; or
- (e) The seniority of a bond within the capital structure of a company, and the quality of any security taken to secure the relevant obligor's obligations in relation to such bond.

Bonds issued by major governments or supranational bodies tend to be lower risk investments, while the risks of debt securities issued by other types of issuer (such as those with emerging market or corporate issuers) can vary greatly.

If an issuer is in financial difficulty, there is an increased risk that they may default on their repayment obligations. In this event, little or no capital may be recovered and any amounts repaid may take a significant amount of time, and effort to recover.

Some bonds are structured with embedded options and similar features. These bonds are considered complex bonds in nature. The impact of these structures can impact returns to investors and increase risks associated with such an investment.

2.4. **Alternative investments**

2.4.1. **Unregulated funds**

Many alternative investments are structured as unregulated funds. This means that standards of operation, administration and management can be different from those applicable to regulated products and in many cases will be less stringent. It is important to understand that it may be difficult to liquidate or sell an investment of this type, or to identify an independently-determined fair valuation for an interest in this kind of vehicle. It is important that you are familiar with the terms of, and risks associated with, any fund that you invest in.

2.4.2. **Physical property or property development funds**

As a result of the illiquid nature of real property, it may take time to realise any investment made even when exposure is by way an investment in a property fund. All real property is subject to local risks which may be unique in nature, which may be caused by factors such as the prevailing legal, economic, environmental or political circumstances particularly in the case of property development. Returns available from real property funds may be affected by leverage. These funds may be issued in regulated or unregulated form - see 2.4.1 above.

2.4.3. **Hedge funds**

Hedge funds employ a wide variety of different trading strategies in order to produce returns. Strategies may range from lower risk absolute return funds up to high risk or speculative funds which make use of extensive leverage in an attempt to maximise returns from their investment strategy. Investments undertaken by hedge funds may be narrowly based around a specific type of asset or trading strategy, and the returns experienced by investors in these funds may

be adversely affected by very specific market or industry circumstances. It is therefore important to understand the type of strategy and investment to be used in any hedge fund prior to investment. These funds may be regulated or unregulated - see 2.4.1 above.

2.4.4. **Private equity funds**

Private equity funds commonly invest in equity or equity like investments in companies that are not openly traded via a public investment exchange. They may be small start-up companies with little or no proven track record. As a result these funds may have unique risk factors which should be detailed in their prospectus or offering documents. These funds may be issued in regulated or unregulated form. Private equity funds require a long term commitment. They may require you to commit to several tranches of capital payment and offer no, or limited, redemption rights. Failure to meet subsequent payments may result in the loss of the payments made previously. They are often illiquid with no secondary market making selling the investment difficult.

2.5. **Derivatives**

Derivatives are financial instruments which can be used either for low cost risk management purposes or for achieving speculative exposure to specific economic risks. Before investing in, or making use of, derivatives you should take care to ensure you understand the volatility, margin calls and potential of capital loss and, more generally, whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances including the specific purpose for which this investment is being made. You may lose more than the amount of your initial investment.

2.5.1. **Futures or forwards**

Transactions in futures or forwards require a contracting party to either buy ("long") or to

sell ("short") a specified amount of an asset at expiry at a pre-determined price. These transactions usually carry a high degree of risk, which may be accentuated by gearing or leverage. An investor is exposed to the movement of a proportionately large amount of the underlying assets in return for a small upfront payment. These type of investment may also be contingent liability transactions and you may be required to make additional margin payments to maintain the contract. It is important that you understand the potential amounts you could be liable for, and are comfortable that you will be able to afford to pay such amounts when they fall due if required to do so.

2.5.2. **Options or warrants**

There are many different varieties of options and warrants with differing characteristics and subject to different conditions. Before investing in or becoming exposed to options or warrants, you should obtain appropriate advice as to the risks (whether legal, tax or otherwise) that may be applicable to you.

2.5.3. **Buying options or warrants**

These contracts offer a time limited right to subscribe for or dispose of a defined amount of an asset in the future at a predefined price. The maximum loss is limited to the amount paid for the contract, plus any commission or other transaction charges. Buying options therefore involves less risk than selling options. It is essential for anyone who is considering becoming exposed to such contracts to understand that the right to subscribe (which a warrant confers) or right to buy/ sell (which an option confers) is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale, then the investment becomes worthless. The volatility of these assets can be extremely high. Furthermore, if you buy a call option and you later exercise the option, you will acquire the underlying asset, and may be directly exposed to risks associated with such asset.

2.5.4. **Granting options**

By granting an option, you accept a legal obligation to purchase or sell the underlying asset at a predefined price, regardless of whether or not the market price has moved away from the exercise price. If you grant (write) an option, the risk involved is generally considerably greater than buying options. Writers of options may be liable for margin to maintain their position and losses may be sustained. If you already own the underlying asset that you have contracted to sell (known as "covered call options") the risk is reduced. If you do not own the underlying asset (known as "uncovered call options") the risk can be unlimited. Only experienced persons should contemplate granting uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

2.5.5. **Contracts for difference (Swaps)**

Contracts for difference are similar to futures or forwards. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for difference carries similar risks as investing in a future and you should be aware and understand the risk warnings set out in paragraph (2.5.1 above). Contracts for difference may operate on a margined basis, under which buyers do not pay the full premium at the time they purchase it. In this situation you may subsequently be called upon to pay margin and if you fail to do so, your position may be closed or liquidated in the same way as a futures position.

2.5.6. **Over the counter derivatives ("OTC Derivatives")**

It may not always be apparent that a derivative is traded on or off-exchange. As more fully described in paragraph (1.11 above) regarding OTC transactions generally, some off-exchange products may be highly illiquid, and many such products are not transferable and there is no exchange market on which to close out an existing position. It may not be possible to liquidate a position held in such a contract, or to accurately assess its value or exposure to risk. Off-exchange

transactions may be less regulated or subject to a separate regulatory regime and you will be open to the counterparty risk of the issuer.

2.6. **Structured products**

Structured products are products which provide economic exposure to a wide range of underlying asset classes, the returns on which are linked to underlying investments or assets and are often modified by bespoke contractual terms. Investors should be aware that early redemption or secondary market trading could result in a capital loss, even where the product terms protect or guarantee return of the nominal amount purchased. These products may not be readily realisable, which means that it may be difficult to liquidate or sell a product of this type. These products tend to be complex leading to difficulties in valuation. Moreover, the purchaser is subject to counterparty risk.

2.7. **Forward FX transactions**

Forward FX is a specific type of derivative and as such carries all the risks associated with a derivative in addition to inherent currency exchange rate risk and interest rate risk. FX forwards are normally traded on a margin basis and may be highly leveraged products giving rise to potentially large positions on maturity. They place legal obligations on clients that must be fully understood. FX forwards can be used to speculate on fluctuations in a foreign currency thereby creating investment risk. Saranac considers these type of transactions to be contingent liability transactions.

FX forwards may also be used to reduce investment risk by creating FX contracts that offset fluctuations in the value of assets held in a foreign currency.

2.8. **Structured deposits**

Structured deposits are a combination of a traditional savings account and a stock market investment. Where returns are linked to the performance of a particular index or indices. While the capital is protected the returns can be uncertain or zero and the return can be less than the rise in the relevant index reflecting the protected nature of the product. Structured deposits are considered complex products.

3. US and Resident Non-Domiciled Investors

US Investors

For US investors, we will aim to avoid adverse US federal income tax consequences associated with certain types of non-US investments. This area of law is subject to legislative, administrative and judicial change. US taxpayers should consult with their tax advisors as to the US tax effects of the investments proposed by Saranac Partners.

No responsibility is assumed on the part of Saranac Partners for any tax liability – whether in the US or elsewhere – that arises as a consequence of investments made within your portfolio.

3.1. Investment Restrictions

3.1.1. Collective investment schemes

When investing on your behalf we will endeavour only to invest in collective investment schemes that:

1. are incorporated as a company;
2. are incorporated in the US;

For US investors, we will only invest in US collective investment schemes (which, for the avoidance of doubt, include US mutual funds and US exchange traded funds).

Wherever possible (but not exclusively, and without any obligation to do so) we will invest in collective investment schemes that have UK reporting status, and if available we will invest in distributing, rather than accumulating, units of such funds.

3.1.2. Equity securities

When investing on your behalf, we will endeavour only to invest in equity securities of publicly traded companies.

3.1.3. Debt securities

When investing on your behalf, we will endeavour to acquire on a secondary market any debt instruments with US obligors.

3.1.4. Derivative instruments

When investing on your behalf, we will endeavour only to invest in any futures, options, warrants, structured products or other derivative instruments solely to hedge underlying equity and currency exposures.

3.1.5. General restrictions.

We cannot guarantee the US tax treatment of any particular investment held in your portfolio and therefore accept no liability for any tax charge that arises in relation to your portfolio.

3.2. RND investors

The investment restrictions set up as part of the RND investment mandate have been developed in order to avoid (i) inadvertent remittances to the UK; (ii) the receipt of UK source income; and (iii) the realisation of UK source capital gains. Wherever possible, efforts will also be made to invest in assets which, to the extent they give rise to income, generate income that can be effectively segregated from capital. However, this is a complex area of law that is the subject of frequent changes to legislation and HMRC practice. Therefore, while we have made every effort to ensure the tax efficiency of our RND investment mandate, you should nonetheless consult with your tax advisor as to the appropriateness of the investments within your portfolio.

No responsibility is assumed on the part of Saranac Partners for any tax liability – whether in the UK, the US or elsewhere – that arises as a consequence of investments made within your portfolio.

3.3. Investment Restrictions

3.3.1. Collective investment schemes

When investing on your behalf we will endeavour only to invest in collective investment schemes that:

- are incorporated as a company;
- are incorporated outside of the UK;
- have their registered office outside of the UK; and
- are listed on an exchange that meets recognised stock exchange status for UK tax purposes.
- wherever possible (but not exclusively, and without any obligation to do so) we will invest in collective investment schemes that have UK reporting status, and if available we will invest in distributing, rather than accumulating, units of such funds.

3.3.2. Equity securities

When investing on your behalf, we will endeavour only to invest in equity securities if:

- the issuer is incorporated outside of the UK;
- the issuer has its head office outside of the UK;
- the branch of any custodian where the record of the holding of the securities is maintained is outside of the UK; and
- the securities are listed on an exchange that meets recognised stock exchange status for UK tax purposes.

3.3.3. Debt securities

When investing on your behalf, we will endeavour only to invest in debt securities if:

- the underlying securities are in registered form and the register is maintained outside of the UK or the underlying securities are in bearer form but are immobilised by being held outside of the UK by a non-UK branch of a depository;
- the issuer is incorporated outside of the UK;

- the issuer has its registered office outside of the UK;
- the branch of any custodian where the record of the holding of the securities is maintained is outside of the UK;
- any clearance system involved is incorporated outside of the UK and the agreements between the clearance house and the holder are governed by the law of a jurisdiction outside of the UK.

3.3.4. Derivative instruments

When investing on your behalf, we will endeavour only to invest in any futures, options, warrants, structured products or other derivative instruments if:

- where issued, the products are issued by an issuer that is incorporated outside of the UK;
- where entered into with a counterparty, the counterparty is incorporated outside of the UK and the branch of the counterparty with which we transact is not in the UK;
- where exchange traded, any clearance system involved is incorporated outside of the UK and the agreements between the clearance house and the holder are governed by the law of a jurisdiction outside of the UK;
- where held in securitised form, the products meet the same restrictions as are applicable to debt securities;
- the products are governed by the law of a jurisdiction outside of the UK;
- in relation to derivatives that can be physically exercisable, the derivatives are not in respect of any specific UK security; and
- the branch of any custodian where the record of the holding of the derivatives is maintained is outside of the UK.

3.3.5. **General restrictions**

Wherever possible we will invest in assets where it is possible to segregate income from capital (whether by means of a separate receipt of income or by means of a manual or automatic transfer of income in accordance with HMRC practice relating to the accrued income scheme).

However, we cannot guarantee the UK or US tax treatment of any particular investment held in your portfolio and therefore accept no liability for any tax charge that arises in relation to your portfolio.

Terms of Business

Section 1 General Terms

This section provides an overview of the services and the legal agreement between us, explaining when the agreement commences, how it may be amended and certain regulatory matters that you need to be aware of.

1. Parties

- 1.1. These terms form part of the “Client Agreement” between Saranac Partners Limited and any Client who has signed the Client Application Form representing acceptance to these terms.
- 1.2. References in these terms to “the firm”, “we”, “us” and “our”, “SP” or “Saranac Partners” mean Saranac Partners Limited.
- 1.3. References in these terms to “client”, “you”, “yours” and “your” refers to any person entering into an Agreement with Saranac Partners, including their legally authorised representatives and successors.
- 1.4. The registered address of Saranac Partners Limited is 16 St James’s Street London SW1A 1ER.

2. Commencement and term

- 2.1. The Agreement between us and you with respect to the Services comes into effect on the day on which we sign the Client Application Form.
- 2.2. Execution of the Client Application Form will be whatever means determined by us and may include electronic signature methods, as agreed with you by us.
- 2.3. Where you are an existing client and these terms have been sent to you by us by way of an amendment to the agreement between us, these terms will come into force in accordance with the amendment provisions contained in Clause 8 below.
- 2.4. These terms supersede any previous terms of business and shall apply to any future services we may carry out at your request unless varied or replaced.

3. Definitions and interpretation

- 3.1. The meaning of certain words and phrases used within these terms are set out in the appendix to this document or within the body of these terms.
- 3.2. If any provision in these terms is inconsistent with the client application form or any specific letter of amendment, those provisions will apply.
- 3.3. Any reference in these terms to any statute, statutory provision, European directive or regulation, FCA rules and any other legislation, rules or regulations shall include those statutes, Statutory provisions, European directives or, regulations, rules, other legislations, rules or regulations as amended, extended or consolidated, substituted or re-enacted from time to time and to any subordinate legislation, regulation or rules made thereafter.
- 3.4. Headings are for information only and shall not affect the construction of these terms.

4. Structure of the client agreement

- 4.1. The agreement between you and us will be made up of the following documents, dependent on the services we are providing to you:
 - 4.1.1. These terms;
 - 4.1.2. Client Application Form, signed by you, which:
 - (a) sets out the services to be initially provided by us to you;
 - (b) general information about you to allow us to complete appropriate due diligence;
 - (c) information about your attitude to risk, capacity to deal with loss and your level of knowledge and experience; and,
 - (d) account investment mandate(s) where taking an investment advisory service.

- 4.1.3. Schedule of Fees and Charges which details the range of potential charges Saranac Partners levy for the services requested and the detailed terms covering how these will be calculated, collected and amended;
- 4.1.4. Personalised Fee Profile signed or acknowledged by you detailing the fees you have agreed for the services provided by Saranac Partners and the detailed terms covering how these will be calculated, collected and amended; and
- 4.1.5. Privacy Notice outlining how we use your data to be read in conjunction with clause 32.
- 4.2. The Client Agreement creates a contractual legal relationship which has important consequences. For your own protection you should read carefully these terms and the other documents referred to in clause 4.1 above before signing the Client Application and Client Fee Profile. You may wish to take independent legal advice.
- 4.3. If you have any questions about the documents referred to in this clause 4 or the services Saranac Partners provides please do not hesitate to contact your Client Adviser.

5. **Purpose**

- 5.1. This document sets out the terms on which we will offer one of the following Services:
 - (a) Wealth Aggregation & Analytics
 - (b) Investment Services
 - (c) Wealth Advisory & Fiduciary
 - (d) Financing & Solutions
 - (e) Private Capital

The nature of the Service is described in Part 2 : A guide to our services.
- 5.2. Where you have elected for us to assist in arranging custodial services for you we will introduce you to one of our strategic custodian relationships. You acknowledge that you will be required to complete the client on-boarding process and client due diligence processes with this custodian. The agreement relating to the services provided by the custodian are set out in their branded documentation and represents

an independent and direct relationship between you and the custodian.

- 5.3. Where you have elected not to engage one of our strategic custodian relationships but another third party custodian you acknowledge that you are governed by the terms of that custodians agreement with you. You will appoint Saranac Partners as investment adviser/ manager to the account via a limited Power of Attorney (LPOA) and hence the terms of the LPOA and the agreement of your custodian will control the relationship between all parties.

6. **Regulation**

- 6.1. Saranac Partners Limited is authorised and regulated by the Financial Conduct Authority (FCA) under financial services register number 763601.

7. **Client categorisation and prevention of money laundering**

- 7.1. During the client application process, you will be categorised for the purposes of the FCA rules as one of the following:
 - (a) Retail Client which enjoys the highest level of regulatory protections under the FCA rules and Financial Services and Markets Act 2000 (“FSMA”);
 - (b) Per Se Professional Client which has met the criteria as laid out by the FCA; or
 - (c) Elective Professional, where we have assessed you as retail but you have specifically requested in writing to be considered for all services or specific services, transaction or investments types to be considered professional. You have the right at any time to request in writing to be treated as a retail client.

Where we have assessed you as per se professional you have the right to request the lower categorisation of retail as long as that request is made in writing. This may mean certain investments cannot be recommended to you. Your request will be formally acknowledged by Saranac Partners.

- 7.2. We have certain obligations under money laundering regulations which require us to obtain and maintain evidence of your identity. These obligations also require us to report to the relevant authority if we know or suspect that a client is engaged in money laundering. It is a criminal offence if we fail to report or if we disclose the fact that we have made a report.
- 7.3. You consent to us taking all steps that we deem necessary in order to comply with our obligations under the money laundering regulations including carrying out extensive credit and identity checks with various third party suppliers. You also agree to provide us with such information as we may reasonably require in order to verify your identity. We cannot be responsible for any loss suffered by you, whether directly or indirectly as a result of our compliance with money laundering regulations.
- 7.4. We will only be able to provide services to you once your identity has been verified in line with the applicable money laundering regulations and our own anti money laundering policy.
- 7.5. In the course of providing services to you we may introduce you to or engage the services of overseas brokers and / or counterparties with respect to business conducted outside the United Kingdom (UK). Your attention is drawn to the fact that in some or all respects the regulatory systems and systems of law applicable to such third parties, including any compensation schemes, may differ from that of the UK. You may not receive the same level or indeed any protection as you would if that business was conducted in the UK.
8. **Amendment**
- 8.1. We may amend these Terms, our Services and the Client Application Form at any time and for any reason by giving you not less than 30 days' notice in writing.
- 8.2. We may also amend these Terms, our Services and the Client Application Form on notice in writing to you in order to comply with any changes to law or regulations which apply to us, with immediate effect, where:
- 8.2.1. Reasonable notice such as change to law or regulation has not been provided by the relevant authorities or body imposing the changes;
- 8.2.2. Where the change in law or regulation is applied retrospectively to us; or
- 8.2.3. Where we believe in our reasonable opinion that the amendment will have no adverse impact on you.
- 8.3. You or we may amend addresses for correspondence as detailed in the Client Agreement by providing notice in writing (but not fax) or email (a confirmation may be required) to the other, with immediate effect.
- 8.4. The amendments referred to in this section shall take effect on the date specified in the notice, notifying you of these amendments.
- 8.5. The provisions of this clause do not affect your right to terminate the agreement with immediate effect as covered in clause 25.
9. **Attorney**
- 9.1. You hereby appoint us as your attorney for the period in which you are a client of Saranac Partners, for the purposes of fulfilling our role pursuant to this Agreement including, but not limited to the placing of orders receiving and transmitting orders to brokers for execution, dealing as agent and issuing instructions to your custodian.
- 9.2. You may revoke this power of attorney at any time, but such revocation may result in our inability to provide some or all of the Services.
- 9.3. It is your intention that, in the event of your death or other incapacitation, that we should continue to operate under this power of attorney until such time as a personal representative or other legally responsible person has been appointed to have control of your assets or estate. The provision of such services under these circumstances will be on the same basis as prior to such death or other incapacitation.

Section 2: The Services

This section contains the terms that relate specifically to the way we provide Services to you and how we may communicate with one another with respect to those services.

10. General

- 10.1. You acknowledge that the general advice and personal recommendations and other information provided to our other clients may be different from that given to you.
- 10.2. We do not provide tax advice. We strongly recommend you consult with a professional tax adviser in relation to any tax matters including the consequences of investments made on your behalf or recommended to you by us in the performance of our Services.
- 10.3. We may agree to discuss your tax position with you and the tax consequences of certain investments in general where you have requested that we do so. However, such discussions are not and should not be relied upon as tax advice.
- 10.4. Information regarding any restrictions on:
 - Types of investment;
 - Markets on which transactions may be executed on your behalf;
 - The amount which may be invested in a single investment; or
 - The proportion of the portfolio or overall asset that can be invested in a single asset class should be included in your investment mandate (included in the Client Application Form) or communicated in writing to Saranac Partners.
- 10.5. **Nature of investment risk**
- 10.5.1. In accordance with the FCA rules, we are required to provide you with a general description of the nature and risks of investments which may be held in your portfolio (the "Risk Disclosure"). This

information is provided is provided in Part 3 : Investment Risks. Please read the information, and if you have any questions or concerns please contact your Client Adviser.

10.6. Instructions and communications

- 10.6.1. Unless otherwise stated in writing from us, all communications between us and you shall be in English.
- 10.6.2. You may contact us, and we may contact you, by phone, in writing or Electronically. We might require you to set up security procedures or take other steps before being able to give us certain instructions via phone or email.
- 10.6.3. We will assume that you have received our Electronic messages to you unless we receive a message from the system provider that the message has failed to be delivered.
- 10.6.4. All written communications, including instructions, between us and you will be sent to the correspondence address outlined in the client agreement or other address as notified to us by you in accordance with clause 8.3 above. All written communication from you to us will only be effective from the date of receipt by us. Where we have contacted you by post we will assume that you have received our correspondence no later than four Working Days after posting to a UK address or ten Working Days if sent internationally.
- 10.6.5. You can instruct us not to contact you by post, where there is a risk to the security or integrity of information in documents sent by post in a particular country. We can also refuse to send documents or other materials by post to certain countries for this reason. If we do this, we will agree a secure location for collection with you.

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- 10.6.6. You will provide us with a list of signatures and email addresses of those persons authorised to give us instructions pursuant to your accounts held with us. It is your responsibility to notify us of any changes to those lists or email addresses.
- 10.6.7. Subject to clause 10.6.8 below you authorise us to act on any instructions given / received in any manner (including but not limited to in person, telephone, writing or in Electronic form) and in line with our standard procedures at the time of receipt. You agree that you will be bound by instructions we accept in good faith and reasonably believe to have come from a person or persons authorised to act on your behalf.
- 10.6.8. Where an instruction from you or given on your behalf relates to the sale or purchase of an investment or a cash withdrawal from your account we reserve the right to validate the instruction by phone with you prior to acting on the instruction if received via Electronic means.
- 10.6.9. We will not notify you on receipt of your written or electronic instructions, your instructions will be acknowledged by us acting on them, unless the instruction is unclear or we believe that the action required may not be practicable or might involve a breach of any rule or regulation. When permitted by Regulatory Requirements, we will try to tell you if we refuse to or are unable to act on any instruction and our reasons for refusing.
- 10.6.10. If you have granted access to your accounts, portfolio or investments to a third party whether in hard copy or Electronically, including the provision of log in details, such access shall be subject to the terms of this Client Agreement.
- 10.6.11. You agree that we may contact you by phone, or otherwise communicate with you without prior express invitation if we reasonably believe this will assist in the provision of Services to you. We will only contact you on Working Days between the hours of 8am and 8pm unless otherwise agreed with you in writing including email.
- 10.6.12. Any telephone conversations with you may be recorded by us for monitoring and authenticating instructions or training and any other purposes permitted by law. We may use the recordings in evidence if there is a dispute between us and you.
- 10.6.13. You expressly authorise us to communicate electronically with you and all third parties on all matters related to the agreement to the extent and in any permitted manner by applicable law, regulations or rules. This authority includes, but is not limited to, the delivery of reports, transaction information and valuations, such as Client Statements (where applicable) and other written information to you and any other party in relation to the Services provided by us under the Client Agreement.
- 10.6.14. There are cut-off times by which instructions must be received by us on a Working Day in order for us to process them on the same day. If we receive an instruction before the relevant cut-off time on any Working Day, we will process it on that day unless you have asked us to process it on a specific future date. Instructions or payments received after the cut-off time or on, or for, a non-Working Day will be processed on the next Working Day. Cut off times are available on request.
- 10.6.15. You may need us to act on an instruction before a deadline, in which case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.
- 10.6.16. You confirm that:
- (a) you have regular access to the internet and that you will notify us immediately if you cease to have regular access to the internet. If you do not have regular access to the internet we may be required to

- communicate with you in paper form only with respect to and under applicable rules and regulations;
- (b) you have provided us your email address(es) for the purposes of receiving communications and documents in connection with the Services. You acknowledge and agree that we are authorised to continue to use the email address(es) provided until otherwise notified by you in writing of any change in accordance with clause 8.3, where such notice is via an email notification we will require a telephone confirmation; and
- (c) you acknowledge and understand that the electronic transmission of information via the internet has inherent risks and that (except where the loss is directly caused by our own negligence, wilful default or fraud) we are not responsible for any technical problems with the internet or with your use of the internet (including any loss or damage caused by electronic communication hazards such as but not limited to computer viruses, Trojan horses or other malware).
- 10.6.17. We cannot guarantee the confidentiality, accuracy or completeness of the documents provided to you electronically. We accept no responsibility for any loss arising from the use of electronic communications.
- 10.7. **Suitability**
- 10.7.1. If we make a personal recommendation to you in relation to a designated investment in connection with Services, we shall first assess the suitability of each recommendation or investment opportunity/decision we make with respect to your portfolio of assets known to us in accordance with the requirements of the FCA rules.
- 10.7.2. In making an assessment of suitability we will consider:
- your investment objectives;
 - whether you can financially bear the investment risks; and
 - whether you have the necessary experience and knowledge to understand the risks involved.
- 10.7.3. Our assessment of suitability is based purely on the information provided by you to us within the Client Application Form or any subsequent documented meeting, your investment objectives and attitude to risk. Where we feel we do not have enough information about you to assess suitability we will be unable to make recommendations or offer certain Services.
- 10.7.4. In order to ensure that investments made and advice you receive from us continues to meet your requirements, you should advise us promptly in writing if your situation changes or there is any material change in your attitude to risk. We will as a part of the client review clarify your current situation and agree with you our understanding of your objectives. Subject to any notification or the client review you acknowledge our Service will be provided to you on the basis of the Client Application Form, investment objectives and attitude to risk we have recorded for you which you consider to be a fair and reasonable reflection of your position.
- 10.7.5. For retail clients we are unable to recommend certain investments due to applicable law.
- 10.8. **Appropriateness**
- Unless we are treating you as an eligible counterparty, we may be required by the FCA to assess the appropriateness of the product involved for any execution only transactions. This means that we will review whether we believe you have the necessary experience and knowledge in order to understand the risks involved in relation to the product. Where we treat you as a professional client, we may assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which you are classified as a professional client. Ordinarily we would not provide details of the appropriateness assessment to you.

11. **Arranging, dealing, execution and settlement**

- 11.1. In providing the Services to you, Saranac Partners will act as your agent and will transmit or place your orders with other entities for execution, and are required to take all reasonable steps to obtain the best possible outcome. In order to comply with this obligation, arrangements have been put in place which include an Order Execution Policy. For the purposes of deal execution, we will treat all clients as Retail clients. The latest version of the Order Execution Policy is provided on our website at www.saranacpartners.com. For your own benefit and protection you should read this Order Execution Policy. If you do not understand any point please ask for further information. By signing the Client Agreement Form, you will consent to the Order Execution Policy. In particular, you agree that we may execute transactions outside of a regulated market, MTF (multilateral trading facility) or OTF (organised trading facility).
- 11.2. Subject to any specific instructions from you when executing orders on your behalf we will always comply with the Order Execution Policy.
- 11.3. Specific instructions from you in relation to the execution of transactions may prevent, or impact the ability to follow the Order Execution Policy such as limit orders or specific requirements to Split Orders.
- 11.4. You acknowledge and agree that when arranging to deal for you, your order may be split into more than one trade if it is reasonably believed that this is in your best interests. On some occasions, a split of your order may result in you obtaining a less favourable price.
- 11.5. Limit Orders - you may give us an instruction to pass to the broker to buy or sell an investment at a specified price limit. You instruct us not to make public Limit Orders in respect of shares admitted to trading on a Regulated Market which are not immediately executed under prevailing market conditions.
- 11.6. Subject to the Order Execution Policy, we may transmit orders to such counterparties we consider appropriate. Where applicable, all transactions will be effected in accordance with the rules and regulations of the relevant market.
- 11.7. We will use reasonable endeavours to select the broker(s) who will, on an ongoing basis, execute your orders to an appropriate standard, taking account of the standard generally available in the market in which they operate. You acknowledge that standards in overseas markets may not be equivalent to those in the jurisdiction in which we provide services to you. We will use reasonable endeavours to agree any third party contracts on terms that, in our reasonable opinion, are standard in the relevant market.
- 11.8. You authorise us to arrange to execute deals on your behalf outside of a regulated market or on a Multilateral Trading Facility or an Organised Trading Facility. We will do so when we believe it is in your best interests to transact in this way.
- 11.9. We may at our sole discretion aggregate orders with those of other clients. If all orders cannot be fulfilled or a series of orders results in transactions at different prices we will ensure that all transactions effecting such aggregated orders are allocated on a fair and reasonable basis in accordance with the requirements of the Applicable Law. You acknowledge that aggregation may operate to your advantage or disadvantage.
- 11.10. You must promptly give us any instructions that we may require. If you do not give us prompt instructions, or we are unable to contact you, we may, at our reasonable discretion, take such steps as we consider necessary or reasonable on your behalf or for your protection.
- 11.11. You must pay us in full in immediately available funds for any assets or investments we arrange to purchase on your behalf, whether by payment of the purchase price, or otherwise as the relevant market requires.
- 11.12. If you do not pay us in full, we may arrange to, but are not obliged to, take one or more of the following actions ("Default Actions"):
- (a) If practicable, not to arrange the transaction; or

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- (b) Settle the transaction on your behalf at our expense and recover that expense from you; or,
 - (c) Sell, at the prevailing market price, sufficient of the investments for which settlement is outstanding to recover the amount of any shortfall.
 - 11.13. We will act reasonably in deciding whether to take any of the Default Actions and which of those actions to take, having regard to the relevant circumstances at the time and your best interests.
 - 11.14. If we need to take any Default Action:
 - (a) You will be liable for any Losses we incur in connection with the Default Action;
 - (b) Where reasonably practicable, we will attempt to notify you and obtain your agreement before we take any Default Action; and
 - (c) We will notify you of the action we have taken, together with the details of any amounts that you are required to pay as a result (if any).
 - 11.15. We are not responsible for delivery or payment by the counterparty to any transaction we place. Our Custodian will only make delivery or payment if they receive the relevant assets or sale proceeds from the counterparty.
 - 11.16. There may be circumstances beyond our control which mean that the custodian or counterparty is unable to settle your transactions (a settlement failure). If this occurs, we will notify you as soon as reasonably practicable, discuss with you your options for settlement and use our reasonable endeavours to aid in settlement of the trade for you. You will remain liable for your obligations in relation to the transaction until settlement or other conclusion of the transaction occurs.
 - 11.17. Except where you have instructed us otherwise, we may advise you on and / or effect transactions on your behalf in Unregulated Collective Investment Schemes and other complex financial instruments to the extent permitted by the applicable law. You acknowledge that these types of asset carry additional risk as detailed in Part 3 : Investment

Risks. For example, they may not be subject to the same regulatory requirements or oversight, may use gearing and may not be easy to sell or redeem.

12. **Advice**

- 12.1. Our advice and opinions will be provided in written form or via a recorded line, and you should not place any reliance on oral advice or representation until confirmed to you in writing or on a recorded phone line. For the avoidance of doubt all client advisor telephone lines are recorded.
- 12.2. None of the Services pursuant to this Client Agreement nor any related advice, opinions or documents/information given by us are intended to confer any benefit on or be relied upon by any person/entity who has not signed the Client Application Form, and we shall have no liability to any such third party.
- 12.3. Our reports, information, opinions and advice should only be used and relied upon for the purposes for which they were prepared. They should not be reproduced, referred to in any other non-Saranac Partners documentation or made available to any third parties without our express permission in writing.

13. **Introductions**

- 13.1. We may introduce you to select organisations for the provision of services such as legal and tax advice or other third party providers. You will have a direct contractual legal relationship with these providers with respect to the services they offer you. This relationship may come into effect as a result of Saranac entering into an agreement with them as your agent and on your behalf. We will take reasonable skill and care in making any introductions but will not be responsible for such other organisations, their employees or agents. In particular, where loss is caused to you as a result of the acts or omissions of any such organisation, Saranac will only be liable to you to the extent that it is able to claim or recover such sums from the organisation on your behalf.
- 13.2. Such other organisation may pay a fee to Saranac Partners for such introductions or where the introduction results in a financial transaction. Such fees (if any) will be payable or dealt with in accordance with our Conflicts of Interest Policy.

14. **Conflicts of interest**

- 14.1. Our Conflicts of Interest Policy, which includes information on the types of conflicts which may arise as a result of providing Services to you and how these are declared to you and managed by us, provided on our website at www.saranacpartners.com.
- 14.2. You acknowledge that conflicts may arise between your interests and the interests of Saranac Partners or our employees and other persons directly or indirectly linked to us and the interests of one or more of our other clients. We take all reasonable steps to prevent such conflicts of interest from having a material adverse impact on our clients.
- 14.3. We shall not be required to account to you for any profits, commission or remuneration we have received or made as a result of any transaction which involves or may involve a potential conflict with our duties to you. Nor will we be required to reduce our fees to reflect any such profit, commission or remuneration unless otherwise agreed.

- 14.4. In providing the Services, we will normally be acting as your agent, and our actions undertaken on your behalf will be binding on you. You agree that nothing in the Client Agreement, and none of the Services to be provided to you shall give rise to any fiduciary or equitable duties that would prevent us or any Associate from performing our obligations under the Client Agreement or effecting transactions with or for you.

15. **Client reporting**

- 15.1. Details of the reports which we will provide to you as a part of the service and the frequency of their production are set out in the Services Description of this document or will be confirmed to you in writing by us under separate cover as a part of specific piece of advice or transaction.
- 15.2. You acknowledge that any valuation of the assets held in your portfolio or accounts on which Saranac Partners provides advice or commentary are provided by us in good faith and using reasonable endeavours to ascertain the fair market values (including accrued income if any) based on pricing and valuation information believed by us to be reliable. You acknowledge that variations in market conditions will mean that the prices shown in statements and any other reports provided to you do not necessarily reflect the prices at which your investments maybe sold or redeemed.

16. **Third party providers - custody**

- 16.1. Where you hold assets within a product provided by a Third Party Provider, you authorise us:
- (a) to transmit dealing instructions we receive from you to issue dealing instructions to the Third Party Provider in respect of investments within your portfolio; and
 - (b) to liaise with the Third Party Provider in such manner as we consider necessary in order for us to perform our duties under the Agreement.

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- 16.2. Where you hold assets within a product provided by a Third Party Provider in relation to which Saranac Partners provides advisory services you confirm that we may receive our fees:
- (a) from monies held in respect of the product operated by the Third Party Provider in accordance with the terms of the Fee Schedule; or
 - (b) via a fee sharing agreement from the fees collected by the Third Party Provider to the extent such an agreement conforms to the applicable law and regulations.
- 16.3. You undertake to ensure that you have authorised the Third Party Provider to:
- (a) accept instructions from us; and,
 - (b) act as your paying agent and facilitate the payment of agreed fees due to us in respect of products provided by the Third Party Provider.

17. **Online services**

(Website & digital client portal)

- 17.1. You hereby consent specifically to the provision by us to you of information required by the FCA and applicable laws by means of our company website or client specific portal (where provided) without it being personally addressed to you. We will notify you electronically, in writing or via a recorded line of the address of the website that should be accessed and the information that has been made available.
- 17.2. We may at our sole discretion agree to provide you access to a “Digital Client Portal” containing details of some or all of your investments advised by Saranac Partners and client specific documents. The terms governing the access and use of the Digital Client Portal will be provided in a separate document.
- 17.3. We will take reasonable care to provide, ensure the security of and prevent unauthorised access to our online services.
- 17.4. We may suspend the operation of our Online Services where we reasonably consider it necessary. If we suspend the operation of our Online Services, we will give you notice by email where reasonably practicable; in any case, we will make it clear at the point of entry to the

Online Services that they have been suspended. If we reasonably in consider it necessary to suspend the online services or if the online services have failed for reasons beyond our reasonable control, we will not be liable for any losses you may suffer due to any suspension of the online services.

- 17.5. You must carry out your own regular virus checks and security updates on any devices you use to access our online services.
- 17.6. You must follow the instructions we give you as to use of any authentication device or process we require to enable you to access our Digital Client Portal. You must tell us as soon as you can if you become aware of any problem or suspected fraud in the sending or receiving of instructions online.

18. **Arranging custody**

- 18.1. Where we arrange Custody Services for you with one of our strategic custodians, the contract will be a direct contract between you and the custodian, the terms of which are set out in the documentation that will be provided to you.
- 18.2. We will use reasonable skill and care in making arrangements for the custodian to provide Custody Services, however we will not be responsible for any acts or omissions of the custodian or any of the custodian employees or nominees or sub-custodians.
- 18.3. At the request of the custodian, we may, from time to time, pass certain documents to you which we have received from the custodian. This may include documents which are required to be completed by you and returned to us.

Section 3: Your Representations and Obligations

This section deals with the obligations placed on you under the terms of this Client Agreement and the representations you are required to make in order for us to provide the Services to you.

19. Your representations

- 19.1. You represent and warrant to us, as at the commencement of the Client Agreement and at each time a transaction is arranged or executed on your behalf or other service provided to under the Client Agreement that:
- 19.1.1. you have full power and authority to appoint Saranac Partners Limited on the terms of the Agreement;
- 19.1.2. you have full power and authority to execute the Client Agreement and enter into the transactions and Services contemplated by the Agreement, and such transactions and Services will be legally binding, valid and enforceable against you;
- 19.1.3. where you are not an individual (or one of more than one individuals), you are duly organised and validly existing under the laws of your jurisdiction of incorporation or establishment;
- 19.1.4. neither your entry into the Agreement nor into any transaction contemplated by the Agreement will breach any applicable law, rule or regulation applicable to you;
- 19.1.5. you are acting as principal (i.e. on your own behalf and not on the behalf of any other person) with respect to the transactions contemplated under the Agreement and you shall accordingly be liable as principal for all obligations under the Agreement;
- 19.1.6. the assets in portfolios or accounts are either:
- (a) free of all charges, liens or other encumbrances and no such charges, liens or encumbrances will arise from your acts or omissions; or
 - (b) are subject only to charges, liens or other encumbrances which you have fully disclosed to us and these have been acknowledged by us in writing to you including the limit of liability in relation to the advice provided in respect of the impact of those charges, liens or other encumbrances;
- 19.1.7. where you are a sole account holder, you are the sole beneficial owner of all the assets in the portfolios or accounts managed or advised on by us;
- 19.1.8. where you are a joint holder you are both beneficially entitled to a share of the assets of the portfolios or accounts managed or advised on by us;
- 19.1.9. where you are acting as a trustee, you are acting on the behalf of the beneficial owner(s);
- 19.1.10. Information and documentation provided by you or your agents to us pursuant to the Client Agreement including, but not limited to, the disclosures set out in the Client Agreement is accurate, complete, up-to-date and not misleading in any respect and you have notified us of all such information which is reasonably relevant to the performance of our duties in addition to the Services you have requested under this agreement; and
- 19.1.11. You are not insolvent and are not subject bankruptcy or similar proceedings.
- 19.2. You will notify us immediately in the event that any of the representations and warranties set out in clause 19.1 ceases to be true, accurate or complete in any material respect.

20. **Your obligations**

- 20.1. To help prevent fraud and protect your Accounts and Assets, you must contact us without delay if you know or suspect that someone is impersonating you.
- 20.2. Please tell us when your contact details change, because we will use the most recent contact details on our records whenever we send you correspondence. If you do not tell us of a change:
 - (a) The security of your information could be at risk; and
 - (b) You might not receive communications that could be important, including notices about changes to the Agreement.
- 20.3. If we try to notify you of a change to the Agreement but we are unable to reach you using reasonable methods because your contact details have changed and you have not informed us, the change will be applied as set out in that notice.
- 20.4. You must also tell us without delay if your residency or citizenship status changes or if there is any other material change to the information you have given us as this may affect the services we provide. You must give us any information we reasonably require about your identity or affairs including whether you have the status of a dual or multi-nationality.
- 20.5. You must ensure that your information can be accessed or used only by people who have your permission to do so.
- 20.6. When we undertake to purchase investments on your behalf, you agree to pay the cash amount required to settle the transaction on the settlement date in advance of actual delivery of securities to your Account.
- 20.7. You must check any confirmation of transactions or statement that we send you when you receive it and contact us without delay if you think it is inconsistent with your instructions or there is any inaccuracy.
- 20.8. You should be aware that, among other reporting obligations, you may have a duty to disclose to the United Kingdom Panel on Takeovers and Mergers and/or to an issuer (in the context of persons discharging managerial

responsibilities) and authorities in other jurisdictions carrying out similar regulatory functions, Transactions in certain Investments. This is your responsibility and we shall not be under any obligation to notify you that you are or may be subject to any specific reporting obligation, even where this is obvious from the Investments in your Portfolio.

21. **Your legal and tax obligations**

- 21.1. We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to the Services. This is to provide you with information on those Services and to assist us in selecting which Services may be appropriate for you.
- 21.2. We do not provide legal or tax advice. You have sole responsibility for complying with any applicable laws and regulations and the management of your tax affairs. We recommend that you obtain your own independent advice, tailored to your particular circumstances. You cannot rely on our information as a substitute for taking your own independent advice.
- 21.3. You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the Assets in respect of which we provide our Services and any income or gains they produce.
- 21.4. If you are paying us interest or fees, you may be required by law to deduct tax from the amounts payable to us.

22. **International taxation arrangements**

- 22.1. If you, or a person with whom you hold a joint Asset, are, or we believe may be, subject to tax or reporting requirements in another jurisdiction, we may be required by law or by agreement with the tax authorities of that jurisdiction to report information about you and your Assets and other products you hold with us:

- (a) To a relevant tax authority which may pass that information to the tax authorities where you are subject to tax; or
 - (b) Directly to the tax authorities in that country.
- 22.2. If you are not an individual, we may also have to report information about your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors or trustees.
- 22.3. If we are required to report information about you, this would include information about you, your Assets and Asset value(s), your name, address and country of residence and your social security number/taxpayer identification number or similar. If we ask for it, you will provide us with further information about your identity and status.
- 22.4. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount.
- 22.5. If a withholding tax under the European Savings Directive or any equivalent measure applies in the jurisdiction where your Asset is, we will withhold tax at the rate specified in the European Savings Directive.
- 22.6. To the extent permitted by law, we will not be liable to you for any Losses you may suffer as a result of our complying with the law or agreements with tax authorities, or if we incorrectly determine that you should be treated as being subject to tax or reporting requirements where the incorrect determination results from our reliance on incorrect information you or a third party provided to us, unless that loss is caused by our gross negligence, wilful default or fraud.
- 22.7. If you ask us to make a payment to an account at a financial institution which does not participate or comply with relevant tax legislation, regulations, orders or agreements with tax authorities we may be required, and you authorise us, to withhold certain amounts from the payment. We will tell you if this is the case.
- 22.8. This clause will override any inconsistent term or consent provided by you under any other

agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of this Client Agreement.

23. **US residents and citizens**

- 23.1. You must inform us if you are a US citizen or are otherwise subject to US tax or if you are or are about to be a resident of the US. You must also inform us as soon as possible if you become a resident of the US or if your US tax status changes. We recommend that you seek independent legal advice if you are in any doubt about whether you are subject to US tax.

24. **Requirements relating to specific types of account holder**

- 24.1. **Sole accounts**, where you enter into the Agreement on your own account the following shall apply:
- 24.1.1. Any, notice, demand, acknowledgement or request given under the terms of the Agreement must be given to you, unless you authorise another person to give or receive instructions, notices or demands on your behalf via a power of attorney or other form of letter of authority duly signed by you and accepted by us in writing or electronically.
 - 24.1.2. You acknowledge that your liabilities in respect of the Agreement are your sole responsibility.
 - 24.1.3. On your death or other incapacity control over your portfolio or accounts will be transferred to your personal representatives.
 - 24.1.4. Upon notification of your death, we will continue to provide Services under the Agreement until we receive further instructions from your personal representatives or the Client Agreement is terminated. We reserve the right to liquidate holdings in your portfolio and hold cash pending receipt of instructions from your personal representatives.
- 24.2. **Joint accounts**, where you enter into the Agreement jointly with one or more other persons the following shall apply:
- 24.2.1. You acknowledge that your liabilities in

respect of the Agreement are joint and several. This means that we will hold each of you individually bound to perform all obligations under the Agreement

- 24.2.2. Any notice, demand, acknowledgement or request given under the terms of the Agreement may be given by or to any one of you unless agreed otherwise by you in writing to us.
- 24.2.3. On death or other incapacity of any one of you the Agreement will not be terminated and we shall treat the remaining holder(s) as entitled to the assets. We may however accept instructions from the Personal Representative of the deceased, or in the event of incapacity, the attorney of the incapacitated holder subject to receipt by us of satisfactory documentation conveying that person's authority in respect of the assets, portfolio or account.
- 24.3. **Corporates**
- 24.3.1. Any instruction, notice, or demand to be given by or to the board of directors of a corporate client may be given by or to any one of them or to their duly appointed representative (as notified to us in writing) unless otherwise notified to us in writing.
- 24.3.2. We shall not be concerned with the claims of any person or organisation under the articles of association or other documentation constituting any corporate client.
- 24.4. **Trustees**
- 24.4.1. where you enter into the Client Agreement as a trustee:
- 24.4.1.1. Provisions applicable to all trustees:
- (a) Any instruction, notice, or demand to be given by or to the trustees (or in the case of an estate trust, the personal representatives) must be given by or to any one of them singularly or by to their duly appointed representatives (as notified to us in writing) unless otherwise notified and agreed to by us in writing.
- (b) We may require valid instructions from all the duly appointed trustees of the trust or, at our sole discretion, two such trustees.
- (c) Notwithstanding the terms of the trust,

the liability of the trustees (or in the case of an estate trust the personal representative) with respect to the Agreement shall be personal, joint and several. This means that we will hold each of them individually bound to perform all obligations under the Agreement in their personal capacity.

- (d) We shall not be concerned with the claims of any person or organisation under the terms of any trust.
- (e) On the death, removal, or incapacity of any trustee or, in the case of an estate trust any personal representative the Client Agreement will not be terminated. The continuing trustee(s) (or personal representative(s)) undertake to inform us in writing as soon as reasonably practicable of the details of the successor trustee (or personal representative) as the case may be and any authority of such successor, and we shall treat the remaining trustees (or personal representative(s)) as our client for the purposes of the Client Agreement.

24.4.2. Provisions applicable to Pension Trusts:

- (a) Where appropriate under HMRC Guidance contained in its Registered Pension Scheme Manual, the identity of the pension member shall be disclosed to us and the written authority of that member to the Client Agreement obtained.

24.5. **Legal entity identifiers**

- 24.5.1. Where you are a corporate body, unincorporated business or partnership ("Undertaking") you will be required to provide Saranac with a valid Legal Entity Identifier ("LEI") and provide this to Saranac prior to any investment service being provided.
- 24.5.2. Where you do not have an LEI number Saranac Partners can assist you in obtaining an LEI number.
- 24.5.3. There are three bases on which Saranac can work with you with regard to LEIs:
- (a) We can apply for your LEI and maintain it on an annual basis;
- (b) If you already have an LEI, we can maintain this for you on an annual basis;

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- (c) If you already have an LEI and do not wish Saranac to maintain it.
For options (a) and (b) there is a charge which will be notified to you.
- 24.5.4. Where you are a corporate body, unincorporated business or partnership (“Undertaking”) and to conform with the European Market Infrastructure Regulation (“EMIR”) for the reporting of OTC derivatives trades you must report all transactions in OTC derivatives including forward foreign exchange contracts.
- 24.5.5. Saranac Partners will complete this reporting on your behalf if requested and therefore requires all Undertakings to be classified in line with EMI

24.6. **National client identifier**

- 24.6.1. Where you are an individual we are required under the The Markets in Financial Instruments Directive (MiFID 2) to be able to identify you to the regulator via a unique national identifier. In most cases this will be your national insurance number. However this may require us requesting certain documents from you.

Section 4: Termination and Cancellation

This section sets out how the Client Agreement between us may be terminated and the consequences of termination.

25. **Your right to cancel**

- 25.1. Unless you are a corporate entity, you may have the right to cancel services that you entered into without a face-to-face meeting with us, within 14 calendar days.
- 25.2. Where you have a right to cancel, the cancellation period will start on the date on which we agree to provide the relevant service, or, if later, the date you receive the relevant terms.
- 25.3. If you wish to cancel, you must send us a written notice Electronically. You will have no further obligations in relation to the service you cancel and you will not be charged any fee for cancelling. There may, however, be a shortfall if we have carried out transactions on your behalf during the cancellation period and

you will bear that market risk.

- 25.4. If you do not exercise the right to cancel, the Agreement will remain in effect until terminated under its terms.

26. **Termination**

- 26.1. The Client Agreement has no minimum term unless otherwise stated in writing by us to you and shall continue until terminated in accordance with the terms listed within this Client Agreement. The Client Agreement shall remain in full force and effect until terminated under its terms.
- 26.2. Unless we have told you that restrictions apply to a particular service, you can end your relationship with us, or any Service, at any time by giving us written notice. Such notice shall designate a date as the Termination Date. Where the notice is received by us following the stated Termination Date the date of receipt of the notice by us will be considered the termination date. Where no Termination Date is designated, we will terminate the service as soon as practicable.

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- 26.3. Unless the Service terms state that there is a fixed term, we may terminate individual Services or our entire relationship with you by giving 30 calendar days' written notice to you.
- 26.4. We may also terminate the Client Agreement or any Service without giving notice in advance if we reasonably believe that you have seriously or persistently broken any terms of the Client Agreement. Examples of such breaches follow, but there may also be other reasons:
- (a) Giving us any false information;
 - (b) Using, or allowing anyone else to use, any services we provide illegally, whether for market abuse or for criminal activity or otherwise;
 - (c) Inappropriately authorising a person to give instructions on your behalf;
 - (d) Failing to comply with the material terms of any transaction entered into with us;
 - (e) Breaching any dealing limits agreed with us;
 - (f) Behaving in a manner that makes it inappropriate for us to maintain the provision of services to you;
 - (g) Putting us in a position where we might break a law, regulation, code or other duty that applies to us if we maintain the provision of Services to you;
 - (h) You have become bankrupt, insolvent or you are unable to pay debts as they fall due; or
 - (i) Any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise or any analogous proceeding in any jurisdiction.
- 26.5. We may also terminate the Agreement or any service without giving notice if we reasonably believe that maintaining our relationship with you or providing services might:
- (a) Expose us to action or censure from any government, regulator or law enforcement agency; or
 - (b) Be prejudicial to our broader interests.
- 26.6. For the avoidance of doubt, the Agreement will not terminate on your death, and we shall continue to provide the Services in accordance with the terms of the Agreement, subject to any instructions we receive from your duly appointed personal representative.
27. **Consequences of termination**
- 27.1. Unless otherwise agreed between us in writing, in circumstances where you give us or we give you notice to terminate this agreement subject to clause 27.3 below we shall cease to provide any services from the designated Termination Date. To the extent relevant and practicable, we will endeavour to complete any one off Services which are not complete up until the Termination Date.
- 27.2. Ceasing to provide Services from the Termination Date means
- (a) Your assets will no longer be managed on a discretionary basis;
 - (b) We will no longer provide investment advice;
 - (c) (except as provided for below in clause 27.3) the authority to deal or arrange transactions on your behalf will be terminated; and
 - (d) (except as provided for below in clause 27.3) all other activities which we are performing as part of the Services will cease.
- 27.3. To the extent that it is lawful to do so, where possible, we will use reasonable endeavours to ensure that transactions which we have initiated on your behalf prior to the Termination Date and which are still outstanding are completed.
- 27.4. We shall where relevant use reasonable endeavours to arrange an orderly transfer of investments on your instructions. However, we reserve the right to convert your holdings into cash.
- 27.5. For the avoidance of doubt we reserve the right to continue to charge the fees as defined within your bespoke Fee Profile unless otherwise confirmed by us in writing to you, up to and including the date all assets have been moved.

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- 27.6. Our preferred custodians (if appropriate) shall be entitled to retain and / or realise such assets (including cash) as may be required to settle outstanding transactions and to pay any of your outstanding liabilities under the Agreement and the Custody Agreement, including but not limited to any fees due and payable to us or the custodian.
- 27.7. On termination of an investment service where you have appointed one of our preferred custodians, your custody services will also be subject to termination, you must open an account with a different firm and we will transfer your shares in their current form subject to clauses 27.8, 27.9 and 27.10 below.
- 27.8. We may at our sole discretion charge a transaction fee per line of stock (plus VAT where applicable) for arranging the transfer of asset in-specie to your new custodian.
- 27.9. We may in our sole discretion charge a Saranac Partners Execution Charge in line with our standard Schedule of Fees and Charges for execution only trading where you have requested that we arrange the sale of an asset post termination in order to transfer cash to the new custodian.
- 27.10. We shall use reasonable endeavours to arrange for any assets (including cash) received by any of our preferred custodians which is due to you to be transferred to you or your new custodian as instructed by you or your duly appointed agent in writing.

Section 5: Legal and Data Protection

This section covers the various legal clauses, complaints and data protection elements of the Agreement.

28. **Assignment, successor firm**

- 28.1. You may not transfer or assign any of your rights or obligations under the Agreement or charge your Accounts under the Agreement unless we permit it in writing.
- 28.2. You acknowledge and agree that the Agreement will not terminate in the event that Saranac Partners Limited is merged or consolidated with another business or firm (a Successor Firm) and that we may transfer our rights under the Agreement or where we propose to transfer a group or class of Accounts or a material part of our assets, our rights, powers, obligations and liabilities under or in connection with the Client Agreement, to
- a third party without your specific consent, provided that:
- (a) we reasonably consider that the transfer will not materially prejudice your rights under the Agreement; and
 - (b) we have given you 30 calendar days' notice and you have not given notice terminating the Agreement on a date before the date of transfer.
- 28.3. You agree to take all such action as the third party or Successor Firm or us may reasonably require in order to effect the transfer of the Agreement as described above.

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29. **Language**
- 29.1. The Agreement is supplied in English. If we provide you with a translation of the Agreement or any communication, the English language version will be the only legally binding version and will prevail if there is any inconsistency.
30. **Entire agreement, waivers and remedies**
- 30.1. The Agreement constitutes the entire agreement between us and you with respect to the Services. The Agreement supersedes all prior understandings, arrangements, agreements, representations, proposals or communications between us, whether written or oral. Neither you nor we have relied on any statements or representations made by the other in entering into the Agreement, except for those expressly incorporated in the Agreement.
- 30.2. No failure by you or us to exercise or enforce your or our rights under the Agreement, in whole or in part, shall act as a waiver of any subsequent breaches. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by Applicable Law.
- 30.3. The provisions of the Client Agreement are severable and the illegality or unenforceability of any provision of the Client Agreement shall not affect the legality, validity or enforceability of any other provision.
31. **Law and legal proceedings**
- 31.1. In signing the Client Application Form, you agree that your agreement with us will be governed by the laws of England and Wales and that the courts of England or Wales will have exclusive jurisdiction to determine any dispute that arises between us.
32. **Confidentiality & data protection**
- 32.1. Your personal information
- 32.1.1. These Terms contain a summary of how we use your personal information. We can provide you with fuller details. You must update us with any changes to the information you have given us.
- 32.2. This is a summary of how we use your personal information. Please also read our Privacy Notice. You can find it on www.saranacpartners.com or ask us for a copy.
- 32.2.1. In order to provide you with products and services, we need to collect, use, share and store personal and financial information about you, which includes personal data we obtain from you or from third parties, including credit reference and fraud prevention agencies.
- 32.2.2. We will use your information, including any sensitive personal data we hold about you, for the purposes set out in any privacy notice applying at the time your information is collected. We may disclose your personal data to third parties, located anywhere in the EEA (European Economic Area), for the reasons, and in accordance with the procedures set out in, our Privacy Notice. In addition we may disclose your personal data to third parties who provide services to us, including their offices outside the EEA, only when such offices are located in countries in relation to which the EU has made a finding of adequacy, or where the service provider has an agreement in place with the relevant members of their group which is based on the model clauses approved by the EU.
- 32.2.3. Where you provide information about others, you confirm that you have their consent or are otherwise entitled to provide this information to us and for it to be used by us.
- 32.2.4. We give your information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments.
- 32.2.5. Credit and background check agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected, details may be passed to fraud prevention and Credit and background check agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries,

including the jurisdiction in which we provide services to you, the UK and in other countries. Please contact us if you want to receive details of the relevant fraud prevention agencies.

32.2.6. Credit and background check agencies may link your information with other people with whom a financial "association" has been created. This will happen if you make a joint application, tell us that you have a financial association or if the credit and background check agency has existing links between you. This "association" will be taken into account in all future applications by either or both of you and will continue until one of you applies to the credit reference agencies and is successful in filing a "disassociation".

32.2.7. You can ask for a copy of the information we hold about you by writing to us. A fee may be charged for this service, as permitted by appropriate law or regulation.

32.3. Where a non-US client receives US income they will be subject to QI reporting where their details will be shared with the IRS. These will include name, address and gross, tax and net amounts of income. Recipient code, Income code and Exemption code will be noted as well, although these are not particularly client sensitive (via a 1042-S return).

32.4. Where a US client receives US income, they will also be subject to QI reporting and have their details shared with the IRS. These will include name, address, TIN, gross and net amounts of income received and amount of tax withheld. These details are submitted to the IRS via a 1099 return.

33. **Questions or complaints**

33.1. If you have any questions or are dissatisfied with any aspect of the service you have received, please in the first instance contact your Client Adviser or if that is not appropriate our Complaints Officer for Saranac Partners. We will be happy to discuss how our service to you can be improved.

33.2. All formal complaints should in the first instance be made in writing or email to our Complaints Officer. We have procedures for handling your complaints fairly and promptly. We will try to resolve your complaint as quickly as possible and to your complete satisfaction. You may request a copy of our complaints handling procedure at any time.

Our telephone number is:

020 7509 5700.

Our email is client:

complaints@saranacpartners.com

Our postal address is:

16 St James's Street, London, SW1A 1ER

33.3. If we are unable to do so, you may be eligible to refer your complaint to the Financial Ombudsman Service for independent assessment. Further information on this right is available from the website of the Financial Ombudsman Service (www.financial-ombudsman.org.uk).

34. **Force majeure**

34.1. We will not be liable to you for any delay (or for the consequence of any delay) or failures in performing our obligations under or pursuant to the Agreement, or for breach of contract, to the extent that such delay or failure arises as a result of any acts, events or circumstances outside our reasonable control. Events outside our reasonable control shall include, without limitation, liabilities arising from:

- any changes in applicable laws orders or regulations of a governmental, supranational or regulatory body;
- nationalisation, expropriation or other governmental actions;
- regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations;
- market conditions affecting the execution or settlement of transactions or the value of assets;
- breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems;

- natural disasters or acts of God; and
 - war, terrorism, insurrection, civil disturbance or revolution, strikes or industrial action or epidemic.
- 34.2. In the circumstances to which Clause 34.1 applies, we shall as soon as reasonably practicable notify you of what has happened, and the steps taken or to be taken to resume performance of our obligations and the reasonable extension of time we feel will be required to enable us to perform our obligations.
35. **Liability and indemnity**
- 35.1. Extent of Saranac's liability to you:
- 35.1.1. We accept responsibility for loss suffered or incurred by you in respect of our provision of the Services under the Agreement to the extent that such loss is caused by the negligence, wilful default or fraud of Saranac Partners.
- 35.1.2. Nothing in this Agreement will exclude or limit any duty or liability that we may have to you under Regulatory Requirements or that applicable law does not allow to be excluded or limited.
- 35.1.3. We are never liable to you for:
- (a) any Losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid; or
 - (b) any Losses that we could not reasonably have anticipated when you gave us an instruction; or
 - (c) any loss of business, loss of goodwill, loss of opportunity or loss of profit.
- 35.1.4. We are not liable to you if we fail to take any action that in our opinion would breach any Regulatory Requirement. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement. We will not be treated as having breached the Agreement as a result.
- 35.1.5. Saranac Partners does not provide tax advice and is not liable for the accuracy of any income tax, CGT or other tax report provided to you.
- 35.1.6. For the avoidance of doubt, we do not accept any responsibility for the custody services provided by any custodian, for which you should refer solely to the applicable custody terms.
- 35.1.7. You acknowledge and agree that our employees do not owe you a duty of care directly. You will not bring any claim against any employees personally with respect to the matters covered by the Agreement, except to the extent that the claim relates to fraud perpetrated by the employee. The provisions of this clause do not limit or exclude our liability for the acts or omissions of our employees, as set out in clause 35.1.1
- 35.1.8. No representation or guarantee is provided by Saranac Partners:
- (a) in respect of the performance or profitability of your Portfolio;
 - (b) in respect of the performance or profitability of any personal recommendation; or
 - (c) that your investment objectives will be successfully achieved.
- 35.2. Where you are acting as a trustee, your liability under the Agreement shall be limited, in the absence of fraud, to the assets of the trust in respect of which you are acting as trustee. Where you are acting on behalf of a limited partnership, your liability under this Agreement shall be limited, in the absence of fraud, to the assets of the relevant limited partnership.
- 35.3. **Indemnity**
- 35.3.1. You hereby indemnify us, and any delegate against all Losses which may be suffered or incurred by us or made against us in the course of providing the Services to you under the Agreement, including losses which arise:
- (a) as a result of any person claiming to be entitled to investments which form part of the Portfolio at the time when we first commence the provision of services;
 - (b) as a consequence of any breach by you of the Agreement;

- (c) as a result of us carrying out or relying on instructions provided by you or on your behalf, and any information provided or made available to us by you or on your behalf; or
- (d) out of any action properly taken by us in accordance with the Agreement,
- (e) except in each case, to the extent that such Losses arise as a direct result of our

- gross negligence, wilful default or fraud or breach of the Agreement between us.
- 35.3.2. Any indemnity provided by you under the Agreement is in addition to, and without prejudice to, any indemnity which we or any delegate may have under any applicable law to us.

Section 6: Specific Service Terms

Specific terms relating to certain services only.

36. Specific service terms

36.1. Corporate Actions

- 36.1.1. If you wish to request proxy voting services, we will endeavour to fulfil the request on a best endeavours basis and subject at our sole discretion to a fee.
- 36.1.2. Our preferred custodians and Saranac Partners do not support class actions
- 36.1.3. Where we provide investment services to you, your asset holding may give rise to certain rights where by a choice of outcome is available (voluntary corporate action events):
 - (a) where these events relate to an account where we have discretion, we will deal with these matters at our sole discretion, including no action; and
 - (b) where these events relate to accounts where we do not have discretion we will make all reasonable efforts to notify you of the event and obtain your instructions in relation to this event;
 - (c) we will not be responsible for taking any action in relation to these matters;
 - (d) if we seek but do not receive your instructions by any deadline stated by us,

we will take such action as we consider appropriate, including taking no action; and

- (e) if we seek and receive your instructions by any deadline stated by us, we will take such action as we reasonably consider appropriate, including action that does not accord with your instructions where following such instructions is not reasonably practicable.

36.2. All advisory services

- 36.2.1. We are subject to regulatory requirements to take reasonable steps to ensure that any personal recommendation we make is suitable but do not accept responsibility for the subsequent performance of your investments made on the basis of the advice.
- 36.2.2. You acknowledge that our Advisory Investments Service may not be suitable for all investors and that:
 - (a) A trading strategy investing in high risk investments over a short period of time may result in significant losses including the loss in value of your entire investment;
 - (b) You should only commit sums to investments that you are willing and able to put at risk and should seek advice from us or a third party professional adviser

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- about the level of commitment that is right for you before receiving an Advisory Investments Service;
- (c) where we provide our active advisory service or other non-Investment Service, we will not be advising you on the correct course of action to meet your wider financial needs unless expressly agreed otherwise with you.
- 36.2.3. When we want to make an investment recommendation, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details which we hold for you. However, we will not be liable where we try, but are unable, to contact you.
- 36.3. **Execution only**
- 36.3.1. Unless otherwise agreed in writing by us we will not undertake any Forward FX, Derivative of contingent liability transaction on an execution only account.
- 36.3.2. You may instruct us to arrange for execution of transactions by an agent whom we will appoint. Where we arrange to execute transactions on your instructions in circumstances where we have not advised you on that transaction, this will be on an Execution-only basis. This means that:
- (a) we are not obliged to ensure the transaction is suitable for you;
- (b) you will not benefit from any protection under Regulatory Requirements relating to the suitability of the transaction for you;
- (c) you must ensure that you have obtained appropriate information to enable you to make an independent assessment of each and every transaction; and
- (d) any such transactions entered into by you are based on your own judgement and not on any representations, trading suggestions, recommendations, research or information you may have received from us; and
- (e) we will not be liable for any Losses that you might incur if you rely on such information.
- 36.3.3. In addition, we do not take any financial responsibility for transactions we arrange to execute for you on an execution-only basis.
- 36.3.4. A trade will only be confirmed as executed when we have confirmation from our agent that we have matched the trade with the market counterparty.
- 36.3.5. When you so instruct us, you authorise us to:
- (a) take, or omit to take steps, including refusing to place an order, which we reasonably believe necessary to comply with rules or Regulatory Requirements;
- (b) negotiate and execute contracts with third parties which we reasonably consider to be necessary on your behalf; and
- (c) otherwise act as we reasonably consider to be appropriate.
- 36.3.6. You authorise us to arrange to execute deals on your behalf outside of a regulated market or on a Multilateral Trading Facility. We will do so when we believe it is in your best interests to transact in this way.
- 36.3.7. You must promptly give us any instructions that we may require. If you do not give us prompt instructions, or we are unable to contact you, we may, at our reasonable discretion, take such steps as we reasonably consider necessary or reasonable on your behalf or for our own protection. It is your sole responsibility to exercise, in a proper and timely manner, any right, privilege or obligation under any asset held in your Account.

Section 7: App Terms

37. **PART A - SUMMARY OF TERMS**

- 37.1. Saranac Partners Mobile (“SPM”) is a form of online account management service. SPM is read-only and is available in Apple AppStore and on the internet at <https://saranac.xplan.iress.co.uk/app/saranac>. SPM is available to customers in the UK, who are aged 16 or over and have an investment account with Saranac Partners.
- 37.2. These online terms form part of your terms and conditions and apply when you are using SPM.
- 37.3. In order to use SPM you will need to download the Saranac Partners App and receive a login and password. If you are registering an account with more than one signatory (such as a joint or business account) you must have the consent of the other account holders or signatories. SPM currently only works on compatible Smartphones running iOS 10 or higher. We may change the version of the required operating system at any time. Some features may not be available on all platforms or operating systems.
- 37.4. You must not download the app from anywhere other than a store approved by us, or install or use it on a jail-broken or rooted device. If we allow you to upload images or other content to the app, you must not upload or store inappropriate or illegal images or content. If you use functionality in the app which accesses information on your device (for example to upload content), you consent to the app accessing your device and information.
- 37.5. You may be charged by your service provider for internet access on your Smartphone. If you are a business customer, you may be charged for transactions depending on your tariff.
- 37.6. Our full terms and conditions are set out below or can be accessed via the SPM App.
- 37.7. We may refuse to register you for SPM and can place limits or restrictions on how you use SPM.

- 37.8. For any assistance with SPM please call your Client Adviser.

38. **PART B - DETAILED TERMS**

38.1. **Availability and registration**

- 38.1.1. Saranac Partners Mobile (“SPM”) is a form of online account management service. SPM is read-only. SPM is available to customers in the UK who are aged 16 or over and have investment account with Saranac Partners.
- 38.1.2. In order to use SPM you will need to download the Saranac Partners App and receive a login and password.
- 38.1.3. Whilst we will make reasonable efforts to provide SPM, we do not guarantee the continuous availability and we give no guarantees as to its speed, ‘look and feel’ or accessibility. We are not liable for any failure of SPM to provide information related to your account(s) or failure to update information on a ‘near real-time basis’.

38.2. **Use of cookies and other information**

- 38.2.1. SPM accesses your device and information when you register and to authenticate you when you use the service. By using SPM, you consent to the use of session cookies which are needed for SPM to work effectively. You also consent to us collecting information about your use of this app to help us improve its performance and your experience. Further details of our policy in relation to cookies can be found at IRESS <https://www.iress.com/uk/cookies/>.
- 38.2.2. Certain functionality (such as uploading content to the app) will need to access information on your device. By using such functionality, you consent to the app accessing your device and information. If possible, we will ask you before the app accesses your device or information. You

may also manage how the app accesses your device or information using privacy settings on your mobile device or by uninstalling the SMP app.

38.3. **Contacting you**

38.3.1. We may contact you from time to time about SPM. We will do this electronically, for example by email, text or other messages on the SPM app or by telephone or post.

38.4. **Use of the SPM**

38.4.1. Provisions of the General Terms relating to activities which can be conducted through SPM, including accessing information apply to the operation. you must:

- (a) ensure you comply with any local restrictions on downloading, using or otherwise exporting the SPM or the app;
- (b) not download the SPM app from anywhere other than a store approved by us or install or use it on a jail-broken or rooted device;
- (c) not use SPM or the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the SPM app or iOS or other operating systems;
- (d) not upload, store or share inappropriate or illegal images or content that breaches the rights of others;
- (e) not attempt to derive income from the use or provision of SPM, whether for direct commercial or monetary gain or otherwise;
- (f) not use SPM in a way that could damage, disable, overburden, impair or compromise SPM, Saranac Partners systems or security or interfere with other users; and
- (g) not collect or harvest any information or data from SPM or our systems or attempt to decipher any transmissions to or from the servers running SPM.

38.4.2. When you access SPM via the app we automatically give you a non-transferable, nonexclusive right to use the app (the "Licence") provided that you agree to the

following:

- (a) You can only use the app to receive SPM on a registered device belonging to you or under your control. You will need to register each additional or replacement device separately.
- (b) You may only download and use the app for the sole purpose of receiving the SPM service.
- (c) The right to use the app is given only to you and you must not give any rights of use or other rights in respect of the app to any other person
- (d) You must not copy, reproduce, alter, modify or adapt the app or any part of it.
- (e) You must not analyse or reverse engineer the app or any part of it.
- (f) You must not remove or tamper with any copyright notice attached to or contained within the app and you agree that all ownership of the app, including all relevant intellectual property rights, remains with us.
- (g) The Licence includes the right to use any future updates to the app that we make available to you.
- (h) The Licence will terminate automatically if the SPM Service is cancelled or terminated for any reason. In addition, we may terminate the Licence with immediate effect if you fail to comply with any term or condition of the Licence or these Terms.

38.4.3. We assume that you have accepted the terms of the Licence by installing the SPM app on your device and the Licence will terminate if you cancel the SPM Service and/or delete the app or if we end your use of SPM. If the Licence is terminated for any reason you must uninstall the app and destroy all copies of it.

38.5. **Security**

38.5.1. Because SPM gives you access to your account, you must keep your mobile device secure.

38.5.2. You must exit SPM before you leave your computer terminal or mobile device unattended. You must also exit SPM

- when you have completed your account management session and you must not allow anyone to operate SPM on your behalf.
- 38.5.3. Whilst we use all reasonable endeavours to monitor and maintain the security of SPM, we cannot guarantee absolute security.
- 38.5.4. If you suspect that someone else knows your passcode or other security details you must contact your Client Adviser immediately.
- 38.5.5. After your initial registration we will never contact you to request your security details and we will not ask anyone else to do so on our behalf. If you receive such a request then it is likely to be fraudulent and you must not supply your security details in any circumstances. You should report any such activity to us immediately.
- 38.5.6. You must ensure that your account details, and other information you provided, are correct and up to date and notify us as soon as these change.
- 38.5.7. We do not guarantee SPM is free from viruses or other security risks. We will monitor computer security threats and take appropriate action, exercising the care reasonably expected of an organisation providing similar services.
- 38.6. **Charges**
- 38.6.1. We do not charge you for using SPM (network charges may apply for using the app).
- 38.7. **Liability**
- 38.7.1. We will not be liable to you for any losses you suffer or costs you incur because
- you are unable to access or use SPM for any reason or there is a delay in its use;
 - unauthorised access to any confidential information accessible via SPM;
 - any device, hardware or software you use in connection with the app is damaged or corrupted or fails to work;
 - SPM does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; or
 - there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 38.8. **Storage**
- 38.8.1. We may delete statements, messages (whether opened or unopened) and other data, regardless of which folder they are in, after seven years from the date of creation. If the data is important to you, you should print it or save it to your own equipment.
- 38.8.2. If SPM is withdrawn at any time, we will provide you with a full record of past statements in a durable medium.
- 38.9. **Termination and suspension**
- 38.9.1. You can cancel your use of the SPM service at any time by contacting us.
- 38.9.2. We may end the SPM service on at least 60 days' notice.
- 38.9.3. We may suspend, terminate or restrict the use of the online service or any part of it where:
- we have reasonable grounds to suspect that your security codes have not been kept safe;
 - we have reasonable grounds to suspect unauthorised or fraudulent use of your security codes;
 - it is required for maintenance or security purposes;
 - we reasonably believe that you are not meeting your obligations under the Agreement;
 - we consider it appropriate for your protection;
 - the SPM service has not been accessed in the last 12 months. Unless we are unable to contact you, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons as soon as possible afterwards.
- 38.10. **Changes to SPM terms and conditions**
- 38.10.1. We can change the terms and conditions at any time in accordance with the General Terms [by sending you an email with details of the change or notifying you of a change when you next start the app or log onto our website].
- 38.10.2. From time to time updates to the app may be issued via the Apple App Store. Depending on the update, you may not be able to use SPM until you have downloaded the latest version of the app and accepted any new terms.

Section 8: Fees and Charges

This section provides information on how our fees and charges are calculated and paid and what if any other costs or charges are payable with respect to your Portfolio or Services selected. This should be read in conjunction with your bespoke Fee Profile and the Saranac Fees and Charges summary.

39. **Fee Profile**

Saranac Partners will agree a bespoke fee with you for any Service you require. We will produce a personalised Fee Profile in writing (including email) which will detail the fees incurred for each service provided. Your Fee Profile will be provided to you either prior to opening an account or prior to us undertaking any work on your behalf and constitutes the fee agreement between you and Saranac Partners.

40. **How we calculate your fees**

Unless set out separately in your personalised Fee Profile, the method by which we will calculate your fees is described below:

40.1. **Service administration and management fee calculation**

- 40.1.1. Fees will be calculated based on the daily weighted average value of the portfolio multiplied by the agreed basis point rate for the portfolio. Therefore, if your Portfolio value grows, the amount of management fee charged will increase. Where the portfolio was opened / closed within a reporting period the fee will be adjusted to reflect the correct number of days held. Fees will be charged on a quarterly basis.

40.2. **Saranac Partners transaction advice fee and execution only fee**

- 40.2.1. Fees are calculated as a basis points charge on the gross consideration of a transaction based on the asset type and the value as detailed in the Saranac Fees and Charges summary on a monthly basis. Fees will be charged in a monthly basis.

- 40.2.2. Where a Spot FX is performed to convert currency any applicable Saranac Partners fee will be calculated as a basis points charge on the gross consideration of the transaction based on the deliverable currency.

40.3. **Foreign exchange spreads**

- 40.3.1. Where Saranac Partners arranges transactions between currencies the executing party may apply a spread to the exchange rate expressed as a percentage of the transaction value.

40.4. **Project fees**

- 40.4.1. These fees will be based on the complexity of the piece of work and an estimate of time, and resources required to complete the work. Project fees will either be invoiced at the end of the project or in tranches over the period of the work and this will be detailed in your Fee Profile.

40.5. **Deal fees**

- 40.5.1. Deal fees will be expressed as a fixed fee or a percentage of the gross consideration for a specified transaction and this will be detailed in your Fee Profile.

40.6. **Loan service fee**

- 40.6.1. Loan service fees will be calculated quarterly on the daily weighted average amount of the loan drawn during the quarter multiplied by the agreed basis point rate.

41. **Fee collection**

- 41.1. Unless otherwise agreed by us in your bespoke Fee Profile all fees (excluding Transaction based fees) will be calculated and collected quarterly in arrears.
- 41.2. Saranac Transaction based fees will be calculated at the end of the month for all trades in the previous month.
- 41.3. Where the Management and Service Administration fee is to be charged in a different currency to the currency of calculation the closing spot FX rate on the last day of the period will be used to convert the fee to the agreed payment currency.

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- 41.4. Where Transaction Advice Fee and Execution Only fee is to be charged in a different currency to the currency of calculation the FX rate will either be the end of day spot fx rate for the trade date or the rate for any associated spot fx completed on the same day as the transaction.
- 41.5. For any other fee charged in a different currency to the currency of calculation you will be notified of the FX rate and the basis of its application.
- 41.6. The fees and charges due to us under the Agreement can be paid by you as follows:
- (a) Where you have appointed any of our preferred custodians you may elect to have your service administration, management fees and Transaction Advice / Execution only fee deducted from your portfolio. Where you have not appointed any of our preferred custodians we will agree with you and your elected custodian how fees may be debited.
 - (b) Where you have elected to have your fees deducted from your advisory account we will require you to maintain a minimum cash balance of 0.5% of the value of the account.
 - (c) Deal fees may either be invoiced or the fee collected from deal proceeds. In some circumstances a retainer fee may be applied. Where a retainer fee is applied any fees previously paid will be deducted from the final invoice.
 - (d) All Project fees will be invoiced in line with the agreed schedule as detailed in the Fee Profile.
 - (e) We or you may elect for all fees to be invoiced. Where this option is elected, fees may be invoiced in arrears where applicable or inline with the schedule agreed in the related Fee Profile. Unless otherwise agreed by us in writing all monies will be due no later than 20 working days from the date of the invoice.
 - (f) All fees charged by invoice will be payable in GBP unless agreed with you in advance.
42. **Other fees**
- 42.1. You will be liable for all reasonable expenses, liabilities, charges, disbursements and costs including such as brokerage charges, commissions, registration fees, taxes or other fiscal liabilities, arising out of a transaction incurred by us or any delegate or third party in performing Services under this agreement. This may include costs, including taxes related to transactions or services we provide or advise on that are not paid via us or imposed by or on us.
- 42.2. You will be responsible for Custody fees and all charges levied by your elected custodian.
- 42.3. A full breakdown of any or all fees paid will be provided upon request. A summary of all fees levied by Saranac will be provided to you not less than annually.
43. **Late payment of fees**
- 43.1. If you do not pay us the amounts when due, we may charge default interest, this will be at a maximum rate of the Bank of England base rate plus 2%. You are liable for any losses we suffer if you fail to carry out your obligations to pay us or any third parties under this agreement. We may also immediately cancel, terminate and/or suspend any contract with you without having any resulting liability to you.
- 43.2. We reserve the right to take legal or other action to recover debts that you owe us.
44. **Amending errors in fees**
- 44.1. Where there are any errors in the fees that have been charged we reserve the right to issue a revised invoice.
45. **Closing accounts**
- 45.1. If you end your relationship with us, you will owe us any outstanding fees and charges up to the date that your relationship is terminated. To the extent that it is practicable this will be the day on which a termination request is received or on the date stated by you or us as the termination date.
- 45.2. For investment accounts with strategic custodian relationships the accounts will remain open with them and it will be your sole responsibility to instruct them regarding

your assets. If you request that we manage the transition of your assets from such custodian to another provider as a termination service then our fees for this service will be agreed with you and will cease when the final asset has been moved.

46. **Variations to charges and fees**

- 46.1. Your fees and charges will be reviewed at least annually. Fees and charges may be changed more frequently, in circumstances including:
- (a) a material increase or decrease in the value of the portfolio/assets;
 - (b) a change in regulatory requirements;
 - (c) a change to the costs we incur in carrying out the activity for which the charge is being made; or
 - (d) failure to meet an AUM or revenue commitment made to secure a specific fee level.
- 46.2. Where Project Fees are applied we reserve the right to adjust fees where the scope of work changes or there are material changes to the amount of work required. These changes will be agreed with you in advance.
- 46.3. We may also change our charges for a valid reason which is not set out above. Any change or new charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs that we incur.

47. **VAT**

- 47.1. Depending on the fee type and your individual tax circumstances certain fees will be subject to UK Value Added Tax (VAT). This will be made clear on your Fee Profile.
- 47.2. If the VAT rate changes, we will adjust the VAT you pay from the date of the change.
- 47.3. If as a result of any change of law relating to VAT, any change in interpretation of law relating to VAT which is accepted by HMRC, or any change in the practice of HMRC (each an Event) it appears, in our reasonable opinion, that any of the Services are or have become, exempt of VAT, we will cease to charge VAT on that Service, with effect from the date of our notification to you of the Event.

47.4. If we determine, in our reasonable opinion, that as a result of an Event any amount paid by you to us in respect of VAT on the services has been paid in error then:

- 47.4.1. We shall promptly repay such amounts to you that we are not already obliged to account for to HMRC.
- 47.4.2. To the extent we have already accounted to HMRC for such VAT, we shall make all reasonable endeavours to reclaim the amount of such overpayment. We shall only be obliged to reimburse you once such claim has been settled with us by HMRC in line with the VAT Regulations 1995. We shall not be required to reimburse you any amount that exceeds the amount we have been credited by HMRC.
- 47.5. Any payment made in accordance with clause 45.4.2 shall be in full and final settlement of all claims you may have against us as a result of an Event.
- 47.6. If in our reasonable opinion an Event or error means an amount paid by you to us in respect of our fees was not and should have been subject to VAT or has been incorrectly charge a lower amount of VAT, then:
- 47.6.1. If requested by us, you agree to promptly pay us the amount of VAT which would or should have been due, providing that you shall not be liable to pay any amount greater than the amount we are required to pay to HMRC.
- 47.6.2. The payment by you to us of an amount under clause 45.6.1 shall be in full and final settlement of all claims that we may have against you as a result of the Event.

Glossary of Terms and Definitions

Part 5: Glossary of Terms and Definitions

Words that begin with a capital letter that have not been defined in this Agreement are terms that have been defined in the FCA Rules and will have the same meaning in this Agreement.

Term	Definition
Account	means, unless otherwise provided in these terms, the account or accounts opened by us for you in relation to a particular service.
Agreement	means the terms contained in this document, your Application Form or Application Forms and other documents or information, such as those setting out our charges.
Applicable Law	means any law, statute, rule, regulation, order or determination by a court of competent jurisdiction or relevant governmental authority relating to the services contemplated hereunder
Assets	means the portfolio of assets (including uninvested cash) in respect of which we provide our Portfolio Management Services (whether “with Discretion” or “with Consultation”) under the Agreement.
Basis Point	one hundredth of one percentage point (0.01%)
Client	means you, following your acknowledgement of, and agreement with, the terms set out herein as evidenced by your execution of a Client Application Form.
Client Adviser	the individual assigned by Saranac to be your primary point of contact for the duration of your relationship with us as notified to you (and as may be amended on further notice by us from time to time)
Client Agreement	means this document, comprising, inter alia, our Terms of Business and description of Investment Risks, as constituted by your execution of a Client Application Form and acceptance of the bespoke Fee Profile.
Client Application Form	means the application form or forms completed and signed by you requesting the provision of services from us.

Client Review	Saranac Partners will review not less than annually your current financial position and goals and complete a review of the services provided to you over the preceding year including a review of investment performance. The review will be managed and arranged by
Client Statements	means the investment report delivered to you on a pre-agreed timeframe and which details the performance of your investments and sets forth valuations of the assets comprising your portfolio.
Collective Investment Scheme	means a scheme for the management of property of any description which enables participants in the scheme to receive income or profits from that property, such as open-ended investment companies, unit trusts and investment trust companies.
Conflicts of Interest Policy	means our policy document relating to conflicts of interest available on our website and as may be amended on notice by us to you from time to time.
Contingent Liability Transaction	means a transaction that involves any actual or potential liability for you that may exceed the cost of initially acquiring an investment
Electronic and Electronically	means any form of message or communication made by any type of telecommunication, digital or IT device. This includes, for example, text messages, email or communications using online tools we make available to you.
European Savings Directive	means Council Directive 2003/48/EC (as amended) on the taxation of savings income.
FCA	means the Financial Conduct Authority in the UK, whose current address is 25 North Colonnade, Canary Wharf, London, E14 5HS.
FCA Rules	means the legal rules and guidance published by the FCA.
Fee Profile	a bespoke document outlining the details of the fees to be charged to you for the services listed.
Investment Management Agreement	means the agreement you will enter into with Saranac Partners that records your instructions, preferences and objectives in the management of your portfolio under the Portfolio Management Service.
Limit Order	means an instruction to place a trade at or above a set price (for a sale) or at or below a set price (for a purchase).

Losses	means all reasonable losses, costs, expenses, damages and liabilities, excluding indirect or consequential losses.
Margin	means cash or assets that you deposit with us in connection with a Contingent Liability Transaction.
Money Laundering Regulations	means the Money Laundering Regulations 2007 (SI 2007/2157), implementing the Third Money Laundering Directive (2005/60/EC).
MTF or Multilateral Trading Facility	is an execution venue that is a privately operated, order matching system which acts in a similar way to an order driven market. Where an MTF is located in countries in the EU, it is subject to the requirements of the EU Markets in Financial Instruments Directive (MiFID) and its successors.
Personal Representative	means: <ul style="list-style-type: none"> (a) the individuals who have obtained probate, confirmation, letters of administration or their equivalent on your death and who have the power to give us competent instructions relating to your estate; or (b) those individuals who, after your death, have satisfied us on reasonable grounds that it is appropriate for us to take instructions from them in relation to your estate. In the case of (b), before we act, we will satisfy ourselves there is no person willing and able to apply for the authorisations normally required by law to administer your estate.
OTF or Organised Trading Facility	a multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system
Principal	Principal firm under the Rules of the FCA in relation to an appointed representative.
Risk Profile	Saranac will assign all clients a risk profile based on the Saranac understanding of your tolerance for risk, financial loss and volatility and your level of experience, and your goals. You can discuss your risk profile with your Client adviser at any time.

Regulatory Requirement

means:

- (a) any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman or similar body; or
- (b) any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows; or
- (c) any other legal or regulatory requirement governing the provision of financial services in the jurisdiction in which we provide services to you under the Agreement.

Schedules of Fees and Charges

the schedule of fees and charges relating to services supplied by Saranac Partners, which may be amended from time to time.

Security or Securities

means shares, stocks, bonds, debentures, notes, certificates of indebtedness, warrants or other securities or financial instruments (whether represented by a certificate or by a book-entry on the records of the issuer or other entity responsible for recording such book-entries).

Stop-Loss Order

means an instruction to place a trade at a rate (agreed with us) that is less advantageous to you than the market rate at the time the order is placed, for example, an instruction to sell at a rate that is lower than is currently available or to buy at a rate that is higher than is currently available.

Termination Date

the date on which we agree to terminate the provision of a service or services to you subject to provisions and requirements of the client agreement.

Third Party Custodian

any custodian providing safe custody of your assets.

Third Party Provider

means any provider of services to you that you have notified to Saranac Partners.

UK

means the United Kingdoms.

Unregulated Collective Investment Scheme

means a Collective Investment Scheme that is not authorised for distribution to the public generally in the jurisdiction in which we provide services to you.

US

means the United States of America.

Working Day

means a full day on which the London Stock Exchange and banks are open in England, other than on a Saturday, Sunday or a bank holiday.

Written Notice

is any written communication including email