

## **Slater Investments Limited Junior Stocks & Shares ISA Terms and Conditions**

These Terms are valid from **06/04/23** and, together with the Application Form, form a legal agreement between you and Slater Investments Limited which sets out how your Account will be operated.

Definitions	
Account	Your Investment Account with Slater as covered by these Terms;
Adviser	Any person or company, authorised by the FCA to conduct investment business, including acting as a financial adviser;
Allowance	The annual subscription limit as defined by the ISA Regulations;
Applicable Law	All laws applying to the Manger including statutory instruments, regulations, regulatory policies, guidelines and codes of practice and any other requirements of any relevant government or governmental or regulatory agency applicable to the Manager;
Application Form	A Slater Stocks and Shares Junior ISA application form or transfer application form completed and signed either by the Eligible Child (if aged over 16) or on behalf of the Eligible Child;
Business Day	A week day on which the banks are open for business in England and Wales i.e. excluding public holidays;
Cash Junior ISA	A Junior Individual Savings Account as defined and governed by the ISA Regulations;
Cleared Funds	Your Payments which have been cleared through a cash settlement system;
Client Money Account	A current account at a bank that is in the name of Slater, its title will also include an appropriate description to indicate that it holds only Clients' Monies in accordance with Slaters regulatory responsibilities. The Client Money Account is used to hold the money of one or more clients;
Client Monies	Money which the ISA Manager holds or receives for or from the Investor including money held by the ISA Manager as stakeholder, and which is not immediately due and payable on demand to the ISA Manager for its own account;
Depositary	CACEIS Bank, UK Branch, or such other entity as the Slater Fund(s) may appoint from time to time to act as depositary to the OEICs or trustee of the Unit Trusts. The Depositary is responsible for the safekeeping of the property of the Slater Fund(s).

Distribution Date	The date the Manager of the fund distributes income or notifies the holder of any accumulation income;
Eligible Child	At the time the Slater Stocks and Shares Junior ISA is opened, an individual that is under the age of 18 or does not have a child trust fund (or does not have a child trust fund account) and is resident in the UK. An Eligible Child cannot have more than one cash Junior ISA and one stocks and shares Junior ISA at any time;
FCA	Financial Conduct Authority;
HMRC	HM Revenue and Customs;
Investment	Shares in the Slater Fund(s) held in a Junior ISA;
Investment Account	Shares purchased in the Slater Fund(s);
Investor	A qualifying individual who invests in one of the Slater Fund(s) and opens a Slater Stocks & Shares ISA or transfers into a Slater Stocks and Shares ISA becoming therefore an ISA Holder under these Terms;
ISA Manager	Slater Investments Limited;
ISA Regulations	The Individual Savings Account regulations 1998, as from time to time amended;
Junior ISA	A Slater Individual Savings Account governed by these Terms and which is a Stocks & Shares Junior ISA;
Junior ISA Holder	The Eligible Child in whose name the Slater Stocks and Shares Junior ISA is opened and who is the beneficial owner of the Slater Stocks and Shares Junior ISA;
Stocks and Shares Junior ISA	A Junior Individual Savings Account managed in accordance with the ISA Regulations. Only one stocks and shares Junior ISA can be opened for an Eligible Child at any time;
Key Investor Information Document	The Key Investor Information Document for the Slater Fund(s) as amended from time to time which you must have read before investing in the Slater Fund(s);
Lump Sum Payment	A one-off Payment paid into the Account in accordance with the Application Form or subsequent instructions to Slater. For a Transfer this includes the Transfer Value;
Nominee	A nominee name in which your holding will be held on the fund register;
OEIC: Open-Ended Investment Company	A type of authorised investment fund of variable size in corporate form, in which Registered Contacts can invest their monies which are managed and invested on their behalf by investment professionals;

Prospectus	In respect of each Fund, the full Prospectus for the Fund prepared in accordance with the FCA's Collective Investment Schemes Sourcebook (COLL) as amended from time to time;
Registered Contact	Is the only person who can give instructions in relation to the Slater Stocks and Shares Junior ISA to the ISA Manager and is either (a) a person with parental responsibility for the Slater Stocks and Shares Junior ISA Holder who has completed and signed the Application Form; or (b) the Slater Stocks and Shares Junior ISA Holder if they are aged between 16 and 18 and they have completed and signed the Application Form (providing that they are not suffering from a mental disorder). The Registered Contact cannot be acting under a Power of Attorney;
Regular Payment	A monthly Payment into the Account by direct debit in accordance with the Application form or your subsequent instructions to Slater;
Shares	Shares in a Fund which is an OEIC or units in a Fund which is a Unit Trust, whichever is applicable;
Slater	Slater Investments Limited;
Slater Funds	Any authorised Unit Trust or OEIC managed by Slater Investments Limited;
Supplementary Information Document	The Supplementary Information Document for the Slater Fund(s) as amended from time to time which you must have read before investing in the Slater Fund(s);
Subscription(s)	Any payment made to the Eligible Child's Junior ISA in accordance with the Application Form or subsequent instructions to us;
Terms	These Terms and Conditions (as amended from time to time) together with the Application Form and the relevant Key Investor Information Document and SID;
Transfer	A full or partial transfer of a cash Junior ISA or a full transfer of a stocks and shares Junior ISA from another ISA manager to Slater;
Transfer Form	The form used to transfer a Junior ISA from one ISA manager to Slater;
Unit Trust	A type of authorised investment fund constituted as a trust, in which Registered Contacts can invest their monies, which are then managed and invested on their behalf by investment professionals;
Valuation Point	In respect of the Shares, the point at which a valuation is carried out for the purpose of determining the price that such Shares may be sold or purchased on behalf of the Eligible Child;
Website	www.slaterinvestments.com
Year	A tax year beginning on 6 April in any calendar year and ending on 5 April the following year;

"you" or "your"

The Investor who has/have applied to open an Account under these Terms.

**Risk Warning:** The value of investments and the income from them may go down as well as up. Investors may not receive back their original investment. Any losses suffered due to the fall in value of investments or in the event of an authorised ISA manager going into default will be borne exclusively by investors with no specific or additional protections available from the United Kingdom government.

The latest Key Investor Information Document and Prospectus for your chosen Slater Fund are available free of charge from Slater Investments Limited and on the relevant Slater Fund page on our website (<u>www.slaterinvestments.com</u>). You are required to read the Key Investor Information Document before making an investment.

- 1. Applications and instructions may be sent to us as described in the Application Form. Application Forms can be downloaded from our website on the Key Documents page: <u>www.slaterinvestments.com</u>.
- 2. The Registered Contact(s) offer to enter into the Junior ISA contained in the properly completed Application Form will, subject to the ISA Regulations and provisions therein, be accepted by the ISA Manager, normally on the day it is received by the ISA Manager.
- **3.** For a new Junior ISA account, the application must be accompanied by the Registered Contacts instructions and valid payment of the Registered Contacts Subscription for investment in pounds sterling. Valid payment methods are cheque, evidence of a bank transfer already made to Slater, or a direct debit instruction from a UK bank or building society.
- 4. The ISA Manager may reject any application if the Application Form/Transfer Form is not properly completed. If this is the case, the ISA Manager will try to contact the Registered Contact to clarify the information. However, it might take time for the ISA Manager to do so and during this time the Registered Contacts' Subscription monies will remain uninvested.
- 5. The ISA Manager will deposit these monies in a Client Money Account. See sections 65 to 68 for further details.

- 6. The ISA Manager may not be able to accept the application until it receives proof of the Registered Contact(s) and, if different, the Eligible Childs, identity and address and any other information it may reasonably require. Slater may ask the Registered Contact to provide evidence of the source of funds for the initial investment and/or source of wealth for any subsequent investments.
- 7. If the Application Form is unclear or incomplete, or we need more information from the Investor, we will let you know. The Registered Contact must provide the additional information or clarification we ask for. If the ISA Manager does not receive all information necessary to complete the Application form within 30 days of receiving the Application Form, the ISA Manager will return the Eligible Childs Subscription to the Registered Contact.
- 8. The account start date will be the working day on which the ISA Manager accepts the Eligible Childs first application to open the account. The ISA Manager will notify the Registered Contact of the account start date in its acknowledgment. The account start date may be earlier than the date on which Slater invests the Eligible Child's Subscription.
- **9.** Upon receipt of Cleared Funds, the ISA Manager will place an instruction to deal in order for the Eligible Child's Subscription to be invested in the Slater Fund(s) in accordance with the Registered Contact's instructions (as set out in the Application Form or as the Registered Contact

subsequently notifies the ISA Manager in writing) and on the usual terms for investment in Shares of the relevant Slater Fund(s), which are set out in the relevant Prospectus. After the ISA Manager has placed the instruction to deal, the Eligible Child's Subscription will be held for a further four Business Days, in the Client Money Account, until the settlement date.

- **10.** At the absolute and sole discretion of the ISA Manager, the ISA Manager may in exceptional circumstances, place an instruction to deal on behalf of an Eligible Child prior to being in receipt of Cleared Funds from the Eligible Child.
- **11.** The Eligible Child's Junior ISA will, subject to the ISA Regulations, be managed by the ISA Manager in accordance with the Registered Contact's instructions set out in the Application Form under instructions agreed in writing between the ISA Manager and the Registered Contact.
- **12.** The Application Form, together with these Terms, will be the client agreement for the purposes of the FCA Rules.
- **13.** The Eligible Child may invest one or more Subscriptions into their Junior ISA during the Year subject to the ISA Regulations. The Subscriptions are subject to the minimum as specified in the Application Form.
- 14. The Eligible Child must make at least one contribution in each Year to keep the continuous Application Form valid. If they do not make an investment in a Year, they will be required to complete a new Application Form should they wish to invest in a Slater Stocks and Shares Junior ISA for the new Year. The new application will be subject to charges and terms and conditions at that time which may differ from those at the time of the original application.
- **15.** You can make a Lump Sum Payment or Regular Payment into your Account. All Payments to your Account made by you must be in Sterling UK pounds.

- **16.** Regular Payments are only collected by direct debit. After Slater has accepted your Application Form and have received any information, we reasonably require to verify your identity, your first Regular Payment will be collected on or within three Business Days from the last Business Day of the month.
- **17.** Direct debit monies will be invested at the next available Valuation Point only once they are available as Cleared Funds.
- **18.** A new direct debit instruction will be required if your Regular Payment will be collected more than ninety calendar days after the Application Form was accepted or if your direct debit is dormant for a period of thirteen months from your last collection.
- **19.** If you wish to cancel or change your direct debit, we must receive your instruction, by a method acceptable by us, at least five Business Days before the direct debit collection date, in order for the change to be effective by your next collection. If you fail to provide us with instructions to cancel your direct debit in accordance with this section, we reserve the right to cancel any relevant Shares already purchased by us on your behalf relating to the cancelled direct debit. In such circumstances, we also reserve the right to charge you for the reasonable losses, cost and expenses incurred by us or the Fund for cancelling such Shares. Any such losses, costs and expenses are payable by you to us immediately without anv deductions. Alternatively, we have the absolute right of sale of Investments in your Account to meet the costs due to us or the Fund. Where we sell Investments in your Account, that sale may result in a gain or a loss for you. You must ensure you correctly account for any applicable taxes relating to that sale, including any applicable returns and payments and complying with any applicable laws and regulations. We are not responsible for any losses you incur or any tax liabilities which may arise. We may also immediately cancel, terminate or suspend your Account without having any resulting liability to you. If we need to take legal action against you for recovery of a debt then you will be

liable for any and all losses, costs and expenses incurred by us. For any changes to your collection bank details, we require at least fourteen calendar days for this to be effective and failure to do this may result in a missed collection that month.

- **20.** The Eligible Childs Application is subject to an annual subscription limit for the current Year as prescribed by the ISA Regulations. Please note Slater only offers a Stocks and Shares Junior ISA.
- **21.** The Registered Contact is responsible for ensuring that the Eligible Child does not exceed the Junior ISA Investment limits in any Year.
- **22.** The ISA Manager reserves the right to reject, on reasonable grounds relating to the circumstances of an Eligible Child, any Application.
- **23.** All subscriptions made on behalf of the Eligible Child must be in Sterling UK pounds. Slater only accepts Sterling cheques that have been drawn from Sterling bank accounts based in the UK. Additionally, Slater reserves the right to return any post-dated cheques to you.
- 24. Shares are bought and sold at the next Valuation Point following receipt of a signed Application Form, instruction and receipt of Cleared Funds and in accordance with the relevant Fund(s) Prospectus. Contract notes will be dispatched to the Registered Contact no later than the Business Day immediately following any Subscription. Contract notes will not be issued for direct debit transactions.
- **25.** A completed and signed Application Form will authorise the ISA Manager to hold the Eligible Child's Investment(s), interest, dividends and any other rights or proceeds in respect of those Investments and any other cash. The ISA Manager will also have authority on the Eligible Child's behalf to apply to HMRC to claim any tax relief in respect of their Junior ISA and to make any other claims in accordance with the ISA Regulations.

- **26.** A Junior ISA can also be transferred from an existing ISA manager (in whole or in part) subject to the ISA Regulations by completing a Junior ISA Transfer Form.
- **27.** The ISA Manager is not obliged to accept a Junior ISA transfer.
- **28.** After receiving a Junior ISA Application Form to transfer an existing Junior ISA to the ISA Manager, the Transfer Form will be forwarded by the ISA Manager to the previous ISA manager within the period set by the current legislation. In the case of a Junior ISA transfer, the Registered Contact can, in accordance with current legislation, stipulate the date on which he or she wishes the Investment to be sold by the previous ISA manager so as to avoid exit or penalty charges if he or she so wishes.
- **29.** After acceptance of a correctly completed Application Form by the ISA Manager, and subject to any instructions provided by the Registered Contact, as referenced in section 8 above, purchases of Junior ISA lump sum Investments from the proceeds of the sale of units/shares from the previous ISA manager will be carried out at the next Valuation Point as specified in the Slater Fund(s) Prospectus. Contract notes will be dispatched to the Registered Contact no later than the Business Day immediately following any Subscription. Contract notes will not be issued for direct debit transactions.
- **30.** The Junior ISA Investments will be and must remain in the beneficial ownership of the Eligible Child, and must not be used as security for a loan.
- **31.** Only designated investments may be included within the Junior ISA.
- **32.** The ISA Manager only accepts Investments into Slater Funds into Slater Stocks & Shares Junior ISA.
- **33.** We do not offer a Cash Junior ISA, although the cash component within the Slater Stocks and Shares Junior ISA permits you to hold money as cash when required.

- **34.** The cash we hold for you is money we have received from you or a third party for your benefit. This includes your Client Monies held pending investment, income received from your investments and the proceeds from selling your Account Investments before the money is distributed to you or reinvested. Cash held in your Account will be out of the market and so will not benefit from any market growth whilst not invested.
- **35.** Cash we hold for you in your Account is segregated from our own funds in accordance with the FCA's client money rules and guidance and will be deposited in a Client Money Account.
- **36.** In the event of a default by a bank or credit institution where your money is deposited in a Client Money Account you may have to bear any shortfall in the Client Money Account on a pro-rata basis based on the cash balance held in that Client Money Account.
- **37.** We reserve the right to return money to you, whether received by cheque, bank transfer or debit card to the source it originated, subject to normal banking clearance times, including any existing cash held in your Account. It is possible that the money returned to you could exceed the Allowance.
- **38.** We may be required by Applicable Law to return money in certain situations, including where we have not been provided with sufficient information by you within the timescales prescribed to allocate a payment to your Account.
- **39.** The ISA Manager will not offer or provide any advice on the suitability of Investments for individual circumstances. If there is any doubt the Registered Contact should consult his or her Independent Financial Adviser on behalf of the Eligible Child.
- **40.** Documents evidencing title to Junior ISA Investments will be held by the ISA Manager or as the ISA Manager may direct.

- **41.** The title to the Junior ISA Investments will be registered in the name of the Junior ISA Holder and the ISA Manager's Nominee.
- **42.** At the written request of the Registered Contact, and within the time stipulated by the Registered Contact, a Junior ISA, may be transferred to another ISA manager in accordance with the ISA Regulations. Slater also requires the delivery of written instruction by the future ISA manager.
- **43.** Where a Junior ISA is transferred either at the request of the Registered Contact or because the previous ISA manager is no longer offering or able to offer Junior ISAs, all the tax benefits are preserved.
- 44. Withdrawals from the Slater Stocks and Shares Junior ISA may only be made if the Eligible Child has a terminal illness or the Slater Stocks and Shares Junior ISA is closed. If the Eligible Child has a terminal illness their parents may make a claim to HMRC to be allowed access to the funds in the Slater Stocks and Shares Junior ISA. If the claim is agreed HMRC will issue a letter to the Registered Contact letting them know that these funds in the Slater Stocks and Shares Junior ISA can be withdrawn. The ISA Manager will require a copy of this letter in order to release funds to the Registered Contact, who will be the only person able to withdraw part or all of the funds.
- 45. The Slater Stocks and Shares Junior ISA will be closed in the following circumstances (a) on the death of the Eligible Child (b) on the 18<sup>th</sup> birthday of the Eligible Child, the Slater Stocks and Shares Junior ISA and the Investments will be transferred to the Slater Stocks and Shares These Terms will cease to be ISA. applicable and the Slater Stocks and Shares ISA Terms and Conditions will apply. Before the Eligible Childs 18th birthday, the ISA Manager will write to the Eligible Child to inform them that the Investments in their Slater Stocks and Shares Junior ISA will be transferred to the Slater Stocks and Shares ISA on their 18th birthday. From that date, the Investments will continue to benefit from the tax advantages of the Slater Stocks and Shares ISA but we will

not accept any payments into the Slater Stocks and Shares ISA until the Eligible Child has provided the ISA Manager with certain information which we will request from them (c) on direct instructions from HMRC (where the Slater Stocks and Shares Junior ISA is void) HMRC may notify the ISA Manager that the Slater Stocks and Shares Junior ISA is void, that it is no longer exempt from tax, in which case the ISA Manager will notify the Registered Contact and send the investments to the Eligible Child. (d) where all the Investments have been transferred to another ISA manager.

- **46.** The ISA Manager will process withdrawal instructions at the next Valuation Point as set out in the relevant Slater Fund(s) Prospectus if the date stipulated by the Registered Contact has passed or no date is specified. However, this must take place within 30 calendar days of the ISA Manager receiving the withdrawal instructions.
- **47.** The sale proceeds of the withdrawal instruction will be transferred to the Client Money Account when we have received them from the Depositary. This will be done within four Business Days from the Valuation Point at which the Shares were sold. From that date it is money for payment and is held and protected in the Client Money Account, it cannot be used for any other purpose. The money will be retained in the Client Money Account until the ISA Manager is able to release the payment. No interest will be paid on these monies.
- **48.** Where a withdrawal payment is requested, the ISA Manager will pay the withdrawal to the Registered Contact unless (a) the Eligible Child is aged 18 or over, in which case we will make the payment to them after we have verified their details; or (b) the Eligible Child has died before their 18<sup>th</sup> birthday, in which case we will make any payment to their personal representative(s) or a beneficiary. All payments will be made by BACS. Payments by cheque can be made at the request and risk of the Registered Contact or the Eligible Child or their personal representative or beneficiary

(as applicable). Payments will only be made to Sterling bank accounts based in the UK.

- **49.** If the Junior ISA is terminated or transferred, the ISA Manager shall make or cause to be made such payments, subject to any reasonable retentions or deductions which the ISA Manager may be entitled or bound to make for any purpose, including recovery of fees, charges and expenses properly incurred by the ISA Manager and outstanding at the time of withdrawal or transfer.
- **50.** Purchasers of new Junior ISAs may be entitled to cancellation rights under the Financial Conduct Authority's Conduct of Business Rules if they have received investment advice. Where applicable, you will have the right to cancel your account within 14 days after receiving notice of your cancellation rights from the ISA Manager. If you exercise your right to cancel, any money paid to the ISA Manager will be repaid (subject to deduction of the amount, if any, by which the value of your ISA Investment has fallen).
- **51.** It is important to note that if the Registered Contact cancels a Junior ISA transfer, the Eligible Child may lose the tax-exempt Junior ISA status of their Investment.
- **52.** Charges will be as those specified in the Prospectus of the Slater Fund(s). Further explanation of Charges is available on the 'Our Charges' page of our website. Please refer to the most up to date Prospectus and Key Investor Information Document for the Slater Fund(s) which are available on the relevant Slater Fund(s) page of our Website: www.slaterinvestments.com.
- **53.** On the appropriate Distribution Dates, income payments, which will consist of the distributions received from the Slater Fund(s), will be reinvested. Registered Contacts will receive details of the income accumulation on the appropriate Distribution Date. There will be no charges added. Details of the Shares acquired and the cost of them will be provided on the usual half yearly statements issued, as at 5 April and 5 October each year.

- **54.** The ISA Manager shall be entitled, by notice in writing to the Registered Contact, to terminate a Junior ISA if, in their absolute discretion, the ISA Manager considers it impracticable to continue that Junior ISA or if the Junior ISA Holder is in breach of any provision thereof. Any termination of a Junior ISA by the ISA Manager shall not entitle the relevant Junior ISA Holder to any compensation or damage under this clause. Termination of a Junior ISA will be without prejudice to the completion of incomplete transactions undertaken as part of that Junior ISA.
- **55.** The ISA Manager will notify the Registered Contact if, by reason of any failure to satisfy the provisions of the ISA Regulations, a Junior ISA has, or will, become void for tax purposes. In the event that the ISA Manager does not wish to continue to act in such capacity it will give reasonable notice (being not less than 30 days) to the Registered Contact and to HMRC. In such circumstances, under the ISA Regulations, the Eligible Child can transfer their Junior ISA within 30 days to another ISA manager without the validity of the ISA being affected.
- **56.** In certain circumstances, HMRC may instruct the ISA Manager to return part, or the whole of an invalid Junior ISA. In these instances, the ISA Manager may deduct and return to HMRC sufficient proceeds to cover any tax liability.
- **57.** The ISA Manager will write to HMRC to tell it in circumstances where the Eligible Child's Investments do not cover any tax due.
- **58.** Where the ISA Manager is told that the Eligible Child has died in these circumstances, the Eligible Childs Junior ISA will be treated as a "continuing account of the deceased investor" (**CADI**) and will continue to be exempt from tax until the earlier of: (a) the closure of the account; or (b) the completion of the administration of the Eligible Childs estate; or (c) the third anniversary of the Eligible Childs death. No further subscriptions can be made to the account and the account will continue to be managed in accordance with these Terms.

- **59.** The ISA Manager will require certified copies of the death certificate of the Eligible Child and the grant of probate or letters of administration.
- **60.** When the account is no longer a CADI but remains open, the Eligible Child's Junior ISA will automatically terminate in accordance with the HMRC Regulations and will be converted to a contract between us whereby the Investments held in the Eligible Child's Slater Stocks and Shares Junior ISA account are held on the same terms as set out in these Terms except that the tax benefits will not apply until the account is closed. Any ineligible income tax received after the account is no longer a CADI will be returned to HMRC.
- **61.** Once the account is no longer a CADI but remains open, Income Shares will be converted to Accumulation Shares. In order to close the account, the Eligible Childs Investment can be either (a) transferred to Eligible Child's the personal representatives or named beneficiaries (please note that the ISA Manager may require verification of identification in order to meet the requirements under the UK Anti-Money Laundering Regulations); or (b) sold and proceeds paid out in accordance with these Terms which are binding on an Eligible Childs' personal representatives.
- **62.** The ISA Manager will issue reports to the Registered Contact twice yearly, as at 5 April and 5 October with details of the number and value of Investments held within their Junior ISA. The statements will not include any measure of the Junior ISAs Investment performance.
- **63.** The ISA Manager shall exercise due care and diligence in the management of all Junior ISAs but, subject to the ISA Regulations and to Sections 71 and 150 of the Financial Services and Markets Act 2000, the ISA Manager shall not be liable to an Eligible Child for any costs, claims, demands, losses of expenses suffered by or arising from any depreciation in the value of the Junior ISAs or for acts or omissions of the ISA Manager or of any third party

whether or not that third party is acting as agent of the ISA Manager, except in so far as the same arises as a result of negligence or wilful default.

- 64. If the ISA Manager has to pay any amount to a third party e.g. HMRC, because of an Eligible Child's ISA Investment (for example, if an Eligible Child and/or Registered Contact has not provided the ISA Manager with correct information about themselves), the Eligible Child must repay any such amount to the ISA Manager on demand.
- **65.** The ISA Manager will pay all Subscription monies into a Client Money Account no later than the Business Day after they are received. This Client Money Account will be held with Bank of Scotland plc or such other bank or authorised institution as Slater may nominate from time to time.
- **66.** There is no interest paid on the Client Money Account.
- 67. Slater holds any Client Money in a Client Money Account separate from its own money. If Slater becomes insolvent all the money held in a Client Money Account will be paid to clients in accordance with the FCA Rules. If there is a shortfall in the money held in the Client Money Account, the Investor will suffer in any shortfall in the same proportion to their share of the money held in the Client Money Account. The Investor may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).
- 68. Slater, as authorised fund manager or authorised corporate director of the Slater Fund(s) may make use of the Delivery versus Payment (DvP) exemption as set out in the FCA Rules, which provides for a oneday window during which money held for the purposes of settling a transaction in Shares is not treated as 'client money'. Specifically, under the DvP exemption, money received by Slater from an Eligible Child, or money due to be paid to an Eligible Child by Slater, need not be treated as Client Money if (i) Slater receives the from an investor for the money Subscription of Shares and the money is

passed to the relevant Slater Fund's Depositary for the purpose of creating shares in the relevant Funds within the timeframes set out in the FCA Rules; or (ii) Slater holds the money in the course of redeeming units provided that the proceeds of that redemption are paid to an Eligible Child within the timeframes set out in the FCA Rules.

- **69.** The ISA Manager may delegate the performance of any of the duties under these Terms to another party. The ISA Manager will satisfy himself that any person to whom he delegates any of his functions or responsibilities under these Terms is competent to carry out those functions and responsibilities. If the ISA Manager delegates any of its functions, it will be responsible to the Eligible Child and/or Registered Contacts under these Terms.
- **70.** The Registered Contact will automatically receive a copy of the annual and half yearly reports and accounts of the Fund(s) and any other information issued to Shareholder in a Fund. All communications with Registered Contacts will be in English. If you have agreed to receive notices and other documents in electronic format, the reports and accounts will be sent to you electronically.
- **71.** The ISA Manager shall notify the Registered Contact of any meetings of shareholders in the Slater Fund(s) to enable the Registered Contact to exercise the voting rights attached to the Shares held in the Slater Stocks and Shares Junior ISA.
- **72.** Notices and instructions to the ISA Manager must be in English, in writing and signed by the Registered Contact.
- **73.** Notices and other documents to be given to the Registered Contact will be posted to their last registered address for the Slater Stocks and Shares Junior ISA and will be considered to be received by the Registered Contact three days after posting. If you have agreed to receive notices in electronic format, this will be considered to have been received on the day of sending.

- **74.** The ISA Manager may treat written instructions as valid where these seem to have been given by the Registered Contact or on his/her behalf even if that is not the case because another person acted on their behalf, unless that other person is an employee of Slater.
- **75.** The Registered Contact must provide the ISA Manager with all information that the ISA Manager reasonable requests in respect of the Eligible Child's Slater Stocks and Shares Junior ISA and, in particular, they must immediately write and tell the ISA Manager about any change of tax status or other change in the Eligible Child's circumstances, such as if they are no longer resident in the UK for some or most of the time.
- **76.** The Registered Contact should notify the ISA Manager of any changes of address or other necessary information such as bank details which were originally provided in the Application Form. The ISA Manager will not be responsible to the Eligible Child and/or Registered Contact or to any other person for any consequences that may arise from the Registered Contact failing to update their instructions and information promptly.
- **77.** If at any time, the Eligible Child ceases to be a qualifying individual, under the ISA Regulations, they are not obliged to terminate the Junior ISA and may retain the benefit of the Junior ISA save that the Eligible Child may not make any further contributions. The Registered Contact shall immediately notify the ISA Manager in writing if the Eligible Child ceases to meet the conditions to be a qualifying individual.
- **78.** The ISA Manager, or anyone connected with the ISA Manager, may affect transactions where the ISA Manager or another client of the ISA Manager has an involvement which may involve a conflict with the ISA Manager's duty to the Eligible Child or between the Eligible Child and another client of the ISA Manager. The ISA Manager will ensure that any such conflict, or potential conflict, does not affect the transactions it carries out for the Eligible Child in any material way. If the ISA

Manager cannot manage a conflict, then it will inform the Registered Contact of such conflict. The ISA Manager has established a Conflicts of Interest Policy which sets out the types of actual or potential conflicts of interest which affect its business and provides details of how these are managed in accordance with the paragraph. A copy of the Conflicts of Interest Policy is available upon request from the ISA Manager.

- 79. Subject to the FCA Rules, the ISA Regulations and to other relevant changes in Law, the ISA Manager may, in its absolute discretion, change these Terms from time to time where it has valid reason to do so. Registered Contacts will be notified in advance of any significant changes. If the Registered Contact does not agree with the changes that the ISA Manager is proposing to make and would like to cancel their Slater Stocks and Shares Junior ISA, the Registered Contact may do so by writing to the ISA Manager and the ISA Manager will not charge the Eligible Child terminating these for in circumstances.
- **80.** The ISA Manager is regulated by the FCA in the conduct of investment business, which includes the business of acting as ISA Manager. A Registered Contact should send to the ISA Manager (marked for the attention of the Compliance Officer) any complaints he/she may have in relation to the Junior ISA and its operation. Junior ISA Holders have the right to complain directly to the Financial Ombudsman Service. Details of Junior ISA Holders rights in the event of the ISA Manager being unable to meet any of their liabilities to an Eligible Child may be obtained from the ISA Manager's Compliance Officer.
- **81.** If a Registered Contact carries out any transactions in the Junior ISA through an Independent Financial Adviser (IFA), the ISA Manager will treat that IFA as the Registered Contact's Adviser and may disclose full details of the Junior ISA to any such Adviser and may accept instructions from any such Adviser in respect of the Junior ISA.

- 82. The General Data Protection Regulations (GDPR) provides protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them. The ISA Manager will process the Eligible Child's and Registered Contact's personal data fairly and lawfully and will hold and protect their personal information in accordance with the principles of the provisions of data protection legislation. The Eligible Child's and Registered Contact's personal data (including sensitive personal data) will only be used to process the Junior ISA Application and to service the Junior ISA.
- **83.** It may be necessary to provide your personal data, by electronic or other means, to third parties who perform tasks on behalf of the ISA Manager to help service the Junior ISA. These parties may be based in countries outside of the European Economic Area. These countries may not have laws to protect your data equivalent to those in the UK. However, the ISA Manager will seek to make sure that any such third parties agree to treat the data with the same level of protection as if the ISA Manager was dealing with it.
- **84.** The Registered Contact agrees that the ISA Manager may keep personal information in respect of themselves and/or the Eligible Child which they or others have provided to it, and any information we know from managing the Junior ISA account or processing orders, on a database and use or disclose such information to carry out the functions described in these Terms and/or the Prospectus.
- **85.** The ISA Manager may disclose the Registered Contact and/or Eligible Child's personal details to HMRC to allow it to comply with legal obligations it has to report details of the Junior ISA.
- **86.** To prevent and detect fraud, the ISA Manager may share the data with other organisations, including the police, and/or file the data with fraud prevention agencies and data bases.

- **87.** The data may be made available to third parties where required by law, court order or regulation.
- **88.** The ISA Manager will keep records relating to the Junior ISA for at least seven years from the date the Junior ISA is closed.
- **89.** You are entitled to receive a copy of your data that is subject to the GDPR from the ISA Manager. You also have the right to require us to correct any inaccuracies in your data.
- **90.** For further information of Slater's obligations or your rights under the GDPR please contact Slater to request a copy of its 'Investor Privacy Policy' or download it from the Policies page of our Website: <u>www.slaterinvestments.com</u>.
- **91.** To ensure that the ISA Manager carries out instructions accurately, to help it continually improve its service and in the interests of security, we may monitor and/or record your telephone calls with the ISA Manager. Any recordings remain our sole property.
- **92.** The interpretation of these Terms and the accompanying documentation will be governed by the Laws of England and Wales, including all questions of validity and capacity and in particular the relationship between the parties.