

HARGREAVES LANSDOWN TERMS & CONDITIONS **THIRD PARTY BUSINESS**

This document contains the terms and conditions (Terms) on which we shall supply services to you in relation to products purchased from third party providers (Services). These Terms shall not apply in relation to any products purchased using our Vantage Service, and separate terms and conditions will apply to those services. The Services provided under these Terms shall include third party individual pension services, third party group pension services as well as any third party products or services which are not purchased via our Vantage Service.

If you do not understand any of these terms and conditions please ask us for further information. When you use our services we will take this as acceptance and agreement of these Terms, and you will be bound by them.

This is an important document on which we intend to reply, so for your own benefit and protection please read it carefully and ensure you are happy with its contents before you apply to do business with us. If you require clarification on any part of this document please ask us for further information.

1 – Information about us

The Services provided under these Terms are provided by Hargreaves Lansdown Asset Management Limited. We are authorised and regulated by the Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS (FCA) and are bound by its rules (Firm Reference Number 115248). Further details can be obtained by visiting the FCA website: <http://www.fca.org.uk/register> or by calling 0845 606 1234.

The Services provided by Hargreaves Lansdown Asset Management Limited under these Terms may be as a result of other services which you have previously received from other group companies and Hargreaves Lansdown Asset Management Limited may interact with other group companies, including, Hargreaves Lansdown Advisory Services Limited, in the course of providing services to you.

2 – General information about our Services

We will not provide you with investment advice or personal recommendations under these Terms, nor is anything on our website or communications from us to be construed as financial, investment or tax advice. We will not provide you with personal financial advice and therefore do not have a duty to ensure suitability of the investments you select. This means you will not be entitled to compensation from us if it is established that the service or product you select is not suitable. It is your responsibility to consider your own circumstances and objectives and make your own judgement as to suitability. If you have any doubts we recommend you take personal professional financial advice.

We will usually require written instruction from you before we will act on your behalf. We may accept verbal instruction with prior agreement; however we may require you to provide confirmation of any verbal instruction in writing. Where you are providing us with written instructions please send those written instructions to Hargreaves Lansdown, One College Square South, Anchor Road, Bristol, BS1 5HL.

We will rely on any communication which we reasonably believe to have been made by you (or on your behalf). We have appropriately strict security procedures in place and so you will be required to honour any instruction made by you or on your behalf and you will be responsible for expenses incurred. You are responsible for providing us with the correct contact details, including your postal address and email address.

When we write to you it will be sent by standard post (or if you request it we can send it by registered post, provided that you pay for the postage) or, in certain circumstances, we will contact you by email. Cheques will always be sent by standard post. You must provide us with the details of your permanent residential address and we shall send all postal correspondence to that address. If you change your postal address or email address in the future, please tell us immediately. You accept that it is your responsibility to ensure that the postal address and the email address we have for you are active and up to date.

We are not responsible for the loss of any documents, or the cost of replacing them, or for any other loss, cost or expense resulting from delay, or failure of delivery of, any communication we send or receive. Provided that we send you correspondence to the email address and/or postal

address you have provided, we will not be deemed to have failed in any duty of privacy, nor be liable for any losses, costs or expenses which may arise.

We may approach a credit reference agency to confirm your identity, the identity of anyone else who is providing monies on your behalf and, where required, the identity of other connected parties, and by dealing with us you confirm that you accept and consent to this. We may also need to seek additional information from you to verify your identity, in which case we may (i) delay your application; (ii) return your application form; and/ or (iii) withhold settlement of any trade you have placed until we have successfully verified your identity. You agree that where we suspect fraud we can share information about you with a fraud prevention agency. We may refuse your instructions at our discretion and we may not provide you with a reason for doing so. We may refuse your instructions for, but not limited to, the following reasons: provision of incomplete or untruthful information by you, your failure to observe these Terms, a disagreement or dispute with us or as a result of a regulatory or legal requirement, or for another commercial reason.

3 – Our fees

There may be certain fees and charges payable by you for our Services, and, where applicable, we will agree these with you separately. You will be responsible for all fees, charges and taxes payable as a result of your use of this Service.

4 – Third party services

In providing these Services to you, you may purchase products or services from third parties. These Terms do not apply to, and we are not responsible for, such third party services, and these Terms do not govern the products or services provided to you by such third parties.

You acknowledge and agree that we are not responsible for any products or services provided by third parties and that we do not warrant or endorse, and that we will not have liability to you or any other person for any service provided by third parties, and that your use of such third party services is at your own risk.

If you decided to purchase the products or services of a third party, you are strongly advised to read all of the relevant terms and conditions, policies and other agreements which you enter into with the third party.

5 – How we are paid by third parties

Where permitted by the rules of the FCA, we may receive payments from the investment managers and other providers for the distribution and administration of their investments. Should you require further details in respect of our remuneration, commissions, payments and fee details these are available on request.

6 – Availability of our Service

We cannot guarantee that access to our Services via our Website, by telephone or by post will be available at all times or without delay. You acknowledge that our Service may be interrupted and the services available may be variable in certain circumstances. We may suspend the operation of our online service and telephone services where we consider it necessary, including (but not limited to) where we have to suspend operations for technical problems, emergencies, maintenance, regulatory reasons,

where we decide it is sensible for our or our client's protection, in periods of exceptional trading activity or to ensure the continued availability of other services. We will not be liable to you if our systems are unavailable for trading or information purposes for whatever reason.

7 – Records of correspondence

We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention, to improve the quality of our customer service and also to provide a record of our communications with you if there is a disagreement. A copy of a recorded call between you and us can be provided to you upon request and we reserve the right to charge you a fee for any recording which we provide you with. It should be noted that although we offer the same level of service and treat all transactions the same, those dealing with us from outside of the EEA or another member state are NOT afforded the UK legislative protections and should check their own state's legislation and tax laws before undertaking a transaction with us.

8 – Data Protection

We comply with, and are registered as, data controllers under data protection laws (including the Data Protection Act 1998, as amended from time to time) in the United Kingdom and will take all reasonable care to prevent any unauthorised access to your personal data. You may obtain further information about our registration by viewing the Data Protection Public Register at www.ico.gov.uk

We may obtain information (including personal data) from you during the course of our relationship. Any new information you provide us may be used to update an existing record we hold for you. If you provide a work e-mail address we will not be responsible for third parties having access to any communications we send.

All personal information will be treated in confidence and will not be given to any third parties unless one or more of the following conditions apply, (a) where required by law, (b) for the purpose of providing you with the service outlined under these Terms, (c) where we have expressly stated that we will transfer such information in these Terms or (d) where you have otherwise given us your permission. We may use external third parties to process your information on our behalf in accordance with the purposes set out in these Terms. We will not sell, trade, or rent your personal information to others. By providing us with your personal data you consent to such information being processed by ourselves and our appointed third parties.

The personal information provided to us may be used for a number of different purposes including:

- To manage and administer your account(s);
- To obtain quotations or arrange investments or insurance with regulated entities at your request;
- If you complete an application on behalf of the applicant pursuant to a power of attorney, the personal information which you provide about the applicant (including information about the applicant's mental health) may be processed by us as set out in these Terms. In addition, information about your position as attorney will be held for the purpose of administering the product or service for which the applicant has applied.

- For your security, and training purposes, any telephone calls you make to our offices or which we make to you, may be recorded;
- To prevent or detect fraud, or to assist in verifying your identity, we may make searches at credit reference agencies. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our clients from theft and fraud.
- To comply and cooperate with regulators and the courts and to comply with our legal obligations;
- The transfer of information to the Official Receiver or appointed insolvency practitioner(s) for the administration of your account if we receive notice of or are informed of your insolvency or bankruptcy or of any insolvency proceedings/arrangements;
- For internal analysis and research;
- To keep you informed, by mail, e-mail, telephone or other reasonable means, of other services which we consider may be of interest to you (unless you ask us not to);
- To obtain your feedback on a product or service via independent feedback agencies appointed by us (we will only provide your name and email address for these purposes and the agencies will have no access to any other Personal Data whatsoever).
- We may use aggregated data (always in a form such that individual clients cannot be identified) for the purposes of providing services such as 'most popular' information on our Website, or to provide management information or other services to third parties.

If you would prefer not to receive direct marketing information or be contacted to provide feedback, please let us know. You may contact us by telephone on 0117 900 9000, or you may write to us at our registered office address: Client Records, Hargreaves Lansdown, One College Square South, Anchor Road, Bristol BS1 5HL.

Personal data will be retained for a reasonable time after enquiries are received by us (whether or not an agreement is subsequently entered into) and in any event we will keep records for a minimum of six years where you have an account with us.

You have the right to request a copy of all the personal information we hold about you. If you would like a copy of some or all of this information you may contact us by telephone on 0117 900 9000 or you may write to us at our registered office address: Hargreaves Lansdown, One College Square South, Anchor Road, Bristol BS1 5HL. We may charge a nominal fee for providing this information. If any of the information we hold is inaccurate, you can ask us to make any necessary amendments.

If you decided to purchase the products or services of a third party, the information you have provided to us together with any further information requested by, and supplied by you to the third party, will be held by the third party for the purposes set out in that third party's privacy policy. Therefore, you are strongly advised to read any third party's privacy policy and satisfy yourself as to the purposes for which the third party will use your personal information before entering into the contract. Where you agree to receive good or services from a third party, we shall have no responsibility for the uses to which a third party puts your personal information.

9 – Complaints

You should contact us immediately if you are dissatisfied in any way with any aspect of our Services. In the first instance please write to our Senior Client Services Manager at: Hargreaves Lansdown, One College Square South, Anchor Road, Bristol, BS1 5HL. You can also telephone our helpdesk on 0117 900 9000.

Your complaint will be handled in accordance with the FCA rules. We treat every complaint very seriously and aim to resolve each complaint fairly and promptly. We have a written policy, which we will send upon request, about how we deal with complaints and how we ensure each complaint is dealt with promptly and fairly. If you have cause to complain for any reason we will automatically send you a copy.

We hope to resolve all complaints amicably. However, should we fail to resolve a complaint to your satisfaction or if we fail to do so within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or 0300 123 9 123 and their website is available at www.financial-ombudsman.org.uk/

10 – Termination

These Terms may be terminated by you, with immediate effect, at any time, by giving written notice to us at One College Square South, Anchor Road, Bristol BS1 5HL. Without affecting any other right or remedy available to us, these Terms may be terminated by us with immediate effect, at any time, by giving written notice to you, if:

- you fail to pay any amount due under these Terms on the due date for payment and remain in default not less than 7 days after being notified in writing to make such payment;
- you commit a material breach of any of these Terms which is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 7 days after being notified in writing to do so;
- you are liquidated or dissolved or declared bankrupt or otherwise unable to pay your debts as they fall due;
- we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your use of our Services; or
- we are required to terminate these Terms by any competent regulatory authority or as a matter of law.

In these circumstances we will provide you with advance written notice where it is reasonably practicable to do so. In addition to the right to terminate set out above, we may also terminate these Terms for any other reason, by giving you at least 30 days' written notice.

Termination of these Terms shall be without prejudice to the completion of transactions already initiated under these Terms. Such transactions will be completed by us as soon as practicable, provided that you pay us all outstanding amounts owing to us under these Terms.

On termination of these Terms you will pay us all outstanding costs, fees, charges or expenses relating to our Services. You will also pay any expenses necessarily incurred by us in terminating these Terms and in concluding outstanding obligations and you will bear any losses necessarily realised in concluding any outstanding obligations.

11 – Events Beyond Our Control

An "Event Beyond Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Beyond Our Control. If an Event Beyond Our Control takes place that affects the performance of our obligations under these Terms we will notify you as soon as reasonably practicable and our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Beyond Our Control.

You may cancel the contract if an Event Beyond Our Control takes place and you no longer wish us to provide the Service. Please see your termination rights under clause 10 of these Terms.

12 – Changes to the Terms

We may change the Terms, including our fees and charges, from time to time in whole or in part, by giving you reasonable notice of the change. We will only change the

Terms for a good reason, including:

- to reflect changes in the costs and charges that we incur or expect to incur in providing our services to you, and/or to take into account changes in the rates of inflation, taxes or interest or other market rates or indices;
- to reflect current or future changes in law, FCA rules or regulations, or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements or industry guidance or best practice;
- to make these Terms easier to understand or fairer, or to correct mistakes;
- to reflect changes in market practice or conditions;
- to reflect the way that our services are used and ensure that the costs of those services are allocated fairly among our clients;
- to provide for the introduction of new systems or services and changes in technology or products;
- to simplify or harmonise the services we offer and/or the charges we apply;
- to ensure that we can continue to offer a competitive and sustainable service; or
- to enable us to provide our clients with a wide choice of investments to meet their needs.

Except where we are required to make the change sooner (for example, for regulatory reasons), we will give you at least 30 days' notice of any change to the Terms that may be detrimental to you. If we make any change for a reason not set out above which results in extra costs to you, you will be entitled to end your contract with us without incurring additional charges for a period of three months following the date of the change.

Where we make a change to the Terms which will be detrimental to you we will either write to you at the address you have provided us with and send you a copy of the new Terms by post. We will also make the new Terms generally available on our website.

Where the changes to the Terms are only incidental changes (such as for clarity, drafting or typographical amendments) we will make the new Terms immediately available on our website. Where the changes to the Terms are only incidental we will not provide you directly with a copy of the amended Terms.

13 – Assignment, Delegation and Third Parties

We may appoint any person (whether connected to us or not) to advise on or perform any of our functions or responsibilities under these Terms. This contract may be assigned in whole or in part, but only if this does not offer you a poorer service and if your rights are not prejudiced by the assignment. Any Hargreaves Lansdown group company shall be entitled to enforce provisions of these Terms, which shall apply to it as if it were a party to the Terms.

14 – Conflicts of interest

We are determined to treat our clients fairly at all times. We may receive reasonable gifts from product providers, but these are closely managed to ensure client interests are not affected. In case conflicts arise between the interests of any of the companies in the Hargreaves Lansdown group, our employees and our clients and also between clients, we have a policy in place to ensure that we identify and handle conflicts fairly and treat our clients with honesty and integrity at all times. You can read a copy of our full Conflicts Management Policy on our website or at www.hl.co.uk/conflicts.

15 – Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of England and Wales and all parties agree to submit to the exclusive jurisdiction of the English Courts. We will communicate with each other in English.