

ISA Terms.

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1. Our ISA service

- 1.1 You appoint us to act as Plan Manager in respect of the Plan selected by you in the application form or detailed in a transfer form.
- 1.2 These ISA Terms together with our Terms will apply to the administration of your Plan by us. These are our standard terms and conditions on which we intend to rely. For your own benefit and protection you should read these ISA Terms, in conjunction with our Terms, carefully. If you do not understand any point please ask for further information.
- 1.3 We will manage your Plan in accordance with The Regulations.

2. Applications

- 2.1 Your Plan will begin when we accept your first subscription.
- 2.2 Subscriptions must come from your own resources.
- 2.3 We will only accept a transfer in of an existing ISA from another Plan Manager if it conforms to The Regulations. We shall not be obliged to accept the transfer of a Plan to us.
- 2.4 If we accept the transfer of an ISA to us, we will contact your existing Plan Manager to arrange the transfer of the ISA. We will contact you to confirm that we are prepared to accept the transfer, and once we have received notification of the Investments, the ISA will become a Plan. If you already have a Plan, then the ISA that you are transferring to us will be incorporated into this existing Plan. You are not permitted to trade the Investments until we receive them.
- 2.5 The transfer process will generally take no more than thirty (30) days, but in certain circumstances it may take longer.
- 2.6 You must supply all the details that we require to comply with The Regulations. To open a Plan, you must supply us with your National Insurance Number. Your Plan will not be opened until we receive your National Insurance Number. If you have not been provided with a National Insurance Number, you must notify us in writing.

3. Cancellation Rights

- 3.1 Notwithstanding clause 18 of the Terms, you do not have any rights of cancellation for your ISA. If you change your mind following the opening of the Plan you will have to terminate the Plan in accordance with clause 12.

4. Subscriptions

- 4.1 Subscriptions to your Plan should not exceed the limits set by HM Revenue and Customs in any tax year. These limits are set out in the documents that will be supplied to you when applying for the Plan.

5. Investments

- 5.1 Investments must be made in accordance with The Regulations. We reserve the right to exclude any Investments at our discretion. We will only accept qualifying investments as defined by HM Revenue and Customs from time to time (a "Qualifying Investment"). If you purchase an Investment which is not a Qualifying Investment, you do so at your own risk.

- 5.2 If an Investment in your Plan:
- a ceases to be a Qualifying Investment; or
 - b upon further investigation by us is no longer deemed by us to be a Qualifying Investment, then we will write to let you know, giving you the option to either:
 - i sell the Investment and retain the proceeds within your Plan, which will be done at no charge to you; or
 - ii withdraw the Investment from the Plan. The withdrawal charge set out from time to time in the Rates and Charges will apply to this withdrawal. If we do not receive instructions from you by the date specified in the letter, we will sell the holding on your behalf.
- 5.3 You can apply for public offers of shares in qualifying companies, including investment trusts, using cash held within a Plan. If you are using sale proceeds from the sale of an Investment, the funds from the transaction must be Cleared Funds before the deadline to take up the offer.
- 5.4 Payment of any calls or instalments due must be made from cash held or generated within a Plan.
- 5.5 The Regulations do not allow a Plan to hold warrants or certain other rights, which may apply to an Investment. If warrants or other rights apply, we will tell you so that you can either sell them so that the proceeds, less any associated charges as set out in the Rates and Charges from time to time (see clause 9.1) will be credited to your Plan, or re-register them into your beneficial name.
- 5.6 If you wish to use funds in a Plan to take up a Corporate Event, you must ensure that all transactions have been fully settled, Cleared Funds are available and you must notify us of your instructions before the deadline date.
- 5.7 Share certificates or other documents evidencing title to Investments will be held in the name of our Nominee or as we may direct.

6. No fiduciary duty

- 6.1 Notwithstanding our obligations under clause 12 of the Terms in relation to managing conflicts of interest for you and our other obligations under these ISA Terms, nothing in these ISA Terms creates any kind of fiduciary relationship between you and us. This means that all fiduciary duties relating to confidentiality, conflicts of interest, undivided loyalty and misuse of fiduciary property will not apply to our relationship with you.
- 6.2 You agree that we may act for other customers in a wide range of transactions with interests that differ from, or conflict with, yours. You also agree that we will not be required to disclose to you information known to us (or another member of our Group) that is confidential to those parties and may be relevant to your interests.

7. Tax relief

- 7.1 We will make the necessary claims for tax relief in respect of Investments where UK tax has been deducted in accordance with The Regulations but not in respect of any Investments listed on an overseas investment exchange. You authorise us to provide HM Revenue and Customs with relevant information about your Plan.

8. Shareholders' rights attaching to Investments

- 8.1 We will arrange, if you request, for you to receive a copy of the annual report and accounts and any other information issued to shareholders, securities holders or unit holders by every company

or other concern in respect of shares, securities or units which are held directly in your ISA. Further, we will arrange, if you request, for you to attend shareholders', securities holders' or unit holders' meetings to vote.

9. Fees and other charges

- 9.1 We are entitled to levy charges at the rates applicable from time to time in the Rates and Charges.
- 9.2 The Regulations permit these charges to be met from outside a Plan. If you opt for this service, you will be invoiced for the charge, which must be paid in full within one (1) calendar month of the date of invoice. You may pay these charges by debit card, direct debit or from another Account. Where we offer a service including a quarterly (or alternate frequency) charge, that service may include research tools, news and views, free custody and / or credits which may be used to pay for trade execution or other services. Such account services fees may, in whole or part, be met from outside the Plan.
- 9.3 If there is insufficient cash in a Plan to meet fees in full, we will require you either to pay the full amount or the difference. If the fee is outstanding after thirty (30) calendar days from when we notified you, we reserve the right to debit the fee from any other Plan or any other Account that you hold with us, or to sell Investments from the Plan that the fee relates to. Any sale will incur the normal commission charge.
- 9.4 Commission on all transactions effected on your behalf under this Agreement, together with stamp duty, stamp duty reserve tax, PTM levy and associated charges (if appropriate), will be charged at the rates currently applicable. These charges must be met from within your Plan. We reserve the right to pass on to you any further charges and fees reasonably incurred by us on your behalf under the Agreement.
- 9.5 We may convert into cash any Investments and may apply any cash balance, after deduction of charges and commission under clauses 9.1 and 9.4 respectively, to recover fees, charges, taxes and other amounts due to or by us under the Agreement. We will, at our discretion, retain within a Plan sufficient Cleared Funds to cover any future administration charges but not so as to cause a Plan to cease to comply with The Regulations.

10. Income

- 10.1 Dividends, tax reclaims and other income on Investments that we collect on your behalf will be credited to your Plan as soon as practicable.
- 10.2 We will not be liable for any loss of interest due to any delay outside of our control in crediting any income received to your cash balance under clause 10.1.

11. Information

- 11.1 You will supply us with all information that we reasonably request for the purposes of managing and administering a Plan and complying with our obligations under the Agreement and The Regulations.
- 11.2 You will immediately inform us in writing if you cease to be resident in the United Kingdom for tax purposes or if, not so resident, you cease to perform duties as a Crown Employee or are no longer married to or in a civil partnership with a person who performs such duties.
- 11.3 You will provide HM Revenue and Customs with any information they may require in connection with a Plan.

12. Termination, withdrawals and transfers

- 12.1 We may terminate a Plan with immediate effect by providing you with written notice of termination if, in our reasonable opinion, it is impossible to administer a Plan in compliance with The Regulations.
- 12.2 The Plan will terminate automatically with immediate effect if it becomes void under The Regulations. We will notify you if the Plan becomes void and tell you what action we have taken.
- 12.3 We may also terminate a Plan at any time by giving one (1) month's written notice to you, unless a Plan has become void.
- 12.4 You may at any time give us written instructions:
- a to sell any of the Investments and pay you all, or some, of the net sale proceeds, after deduction of commission under clause 9.4 and closure charges as set out in the Rates and Charges, together with the whole or part of any cash balance held in a Plan; or
 - b to terminate a Plan, (or any part thereof) or to transfer to another approved Plan Manager who agrees to accept the transfer (after deduction of commission under clause 9.4 and closure charges as set out in the Rates and Charges) within the time limits stipulated by you in your written instructions subject to a reasonable business period (not exceeding thirty (30) days) for us to carry out your instructions.
- 12.5 We will treat telephone instructions to withdraw cash from a Plan in the same way that we treat written instructions.
- 12.6 When a Plan terminates or is transferred to another Plan Manager under clauses 12.1 to 12.4 (inclusive) we will either re-register the Investments into your own name, the new Plan Manager's name or, as soon as reasonably practicable at our reasonable discretion, sell the Investments and pay the net proceeds of the sale, after deducting our fees and charges under clause 9, and any cash balance to you or, if so directed, to another approved Plan Manager who agrees to accept the transfer.
- 12.7 The termination of a Plan, or its transfer to a new Plan Manager, will not affect the completion of transactions that have already been initiated.
- 12.8 We will monitor a closed Plan for any income that is received after closure and pay this to you or your new Plan Manager (as appropriate).
- 12.9 We will withdraw Investments from a Plan on your written request and register the Investment into your name, subject to the payment of the withdrawal fee as set out in the Rates and Charges.
- 12.10 We will arrange, if you ask us in writing, for all or part of your Investments or the proceeds arising from those Investments to be transferred or paid to you or another ISA manager.

13. Death of investor

- 13.1 Your Plan will continue to be exempt from tax following your death until its closure, the completion of the administration of your estate or the third anniversary of your death (whichever is first).
- 13.2 Fees will continue to be due until such time that all administration on the Plan is complete.
- 13.3 Notwithstanding clause 13.1 and subject to clause 13.4, our authority and that of our Nominee will not be affected by your death and accordingly the Agreement shall be binding on your personal representatives.
- 13.4 On production of such documentary evidence as we may specify, we will deal with the Plan as instructed by your executors/personal representatives. In the case of a request to liquidate the

Plan, we will sell the Investments from the Plan and pay the net sale proceeds and any cleared cash balance, after deducting our charges and any tax required to be deducted by law, to, or to the order of, your executors/personal representatives. In the case of a request to withdraw the Investments we will re-register these into the name of the beneficiary that your executors/personal representatives specify.

14. General

- 14.1 If you are in any doubt as to the suitability of a Plan for your personal circumstances, you should seek advice from an independent financial advisor.
- 14.2 The levels and bases of any reliefs from taxation may change. Tax reliefs referred to are those currently available and their value depends on the circumstances of the individual investor.
- 14.3 We will notify you if we become aware that, by reason of any failure to satisfy the provisions of The Regulations, your Plan has or will become void.
- 14.4 These ISA Terms will come into force when we have accepted your duly completed application or transfer form. If you are an existing customer then these ISA Terms shall take effect ten (10) days after despatch by us to you.
- 14.5 We will administer your Plan on a self-select, execution only basis. Your attention is specifically drawn to clause 2 of the Terms. Investment selection is your responsibility but Investments must be Qualifying Investments for the purposes of The Regulations. You will at all times be the beneficial owner of any Investments and cash in your ISA. You must not use the Investments and cash in your ISA as security for a loan except to the extent permitted by The Regulations.
- 14.6 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you, the investor, is competent to carry out those functions and responsibilities.
- 14.7 These ISA Terms may be amended by us as set out in clause 16 of the Terms.
- 14.8 These ISA Terms are governed by English Law and are subject to the non-exclusive jurisdiction of the English courts.

Glossary

In these ISA Terms the following words shall have the following meaning:

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| Agreement | means our Terms together with these ISA Terms, your completed application form and where appropriate, the transfer form to transfer administration of an existing ISA to us. |
| Investments | means any stocks, shares, cash, benefits or other rights held within a Plan. |
| ISA | means an Individual Savings Account conforming to The Regulations. |
| Plan | means our ISA. |
| Plan Manager | means a person, firm or company approved by the HM Revenue and Customs to manage ISAs. |
| Qualifying Investment | shall have the meaning give to that term in clause 5.1. |
| Statement | means a statement of all transactions, cash movements and a valuation of the assets, including any cash balance, held in a Plan issued to you by us pursuant to the Terms. |
| Terms | means the Terms of Service published on our Website from time to time. |
| The Regulations | means the Individual Savings Account Regulations 1998 made by HM Treasury under Chapter 3 of Part 6 of the Income Tax (Trading and Other Income) Act 2005 and Section 151 of the Taxation of Chargeable Gains Act 1992 (as may from time to time be amended or replaced). |
| Trading ISA | means an execution only ISA administered by us. |
| Website | means the website at www.ii.co.uk or such other website as notified by us to you from time to time. |

Any terms defined in our Terms shall have the same meaning in these ISA Terms. In the event of any conflict between our Terms and these ISA Terms, arising in relation to a Plan, then the ISA Terms shall have priority.