Terms and Conditions

Novia Global Europe Limited

Effective October 2026

Contents

Novia Global Europe Service 3
1.1 Introduction 3
1.2 The role of Novia Global Europe Limited 3
1.3 You 3
1.4 Your Money 4
1.5 Your Adviser 4
1.6 Opening an account 4
1.7 Your right to Cancel 5
1.8 Accessing the website 5
1.9 Introduction to SIPP Product and Inducement Disclosure ... 5
2/ Transactions 6
2.1 Trading 6
2.2 Giving an instruction 6
2.3 Cancelling an instruction 7
2.4 Timing 7
2.5 Aggregation 7
2.6 The Cash Facility 8
2.7 Currency exchanges 8
2.8 Withdrawals 8
2.9 Appointing a Discretionary Fund Manager (DFM) 8
2.10 Regular Contributions 9
2.11 Switching 9
2.12 Rebalancing 9
2.13 Model Portfolios 9
2.14 Re-registration 10
2.15 Transfers 10
2.16 Death of an account holder 10
3/ Termination of agreement 10
3.2 Termination by You 10
3.3 Termination by Us 11
3.4 Effect of termination 11
4/ Communicating 11
4.1 You to Us 11
4.2 Us to You 11
4.3 Corporate Actions 11
4.4 Documentation from Novia Global 12
5/ Charges 12
5.1 Our charges 12
5.2 Our Service Charge 12
5.3 Custodian charge 12
5.4 Dealing and settlement costs 12
5.5 Currency exchange charge 12
5.6 Our right to vary charges 12
5.7 Investment Manager Charges 13
5.8 Discretionary Fund Management (DFM) charges 13
5.9 Adviser remuneration 13
5.10 Banking Charges 13
6/ Limitation of Liability 13
7/ Complaints 14
8/ Client Compensation Fund Protection Scheme . 14
9/ Notices 14
10/ About these terms and conditions 14
11/ Other policies that You consent to 14
11.1 Client Classification 14
11.2 Conflicts of Interest 14
11.3 Data Protection 14
12/ Order execution 15
12.2 Our trading agent 15
12.3 Aggregation 15
12.4 Execution factors 15
12.5 Trading Arrangements for different types of investment 15

Novia Global Europe Service

1.1 Introduction

1.1.1 Novia Global Europe Limited ('Novia Global Europe, 'we', 'us' or 'our') is incorporated as a limited liability company registered and existing under the laws of the Republic of Cyprus with registration number HE 424654, with registered office address at Archiepiskopou Kyprianou & Ayiou Andreou, 1, LOUKAIDES BUILDING, Floor 2, Office 23, 3036 Limassol, Cyprus. Novia Global Europe is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) with license No. 431/23.

The key services that we are authorised to provide include reception and transmission of orders in relation to a range of financial instruments, execution of orders on behalf of clients and safekeeping and administration of financial instruments ('the service'). A complete list of our authorised services and related financial instrument can be found on the CySEC Register accessible at www.cysec.gov.cy.

1.1.2 The Service is only available where you have appointed a Financial Adviser ('Adviser') who is registered with us and has accepted our Terms of Business. Your Adviser will describe their services to you in a separate agreement to these Terms and Conditions.

1.1.1 The product available on the Account is the Global Investment Account Europe (GIAE) with underlying assets including exchange traded funds and shares - with a multi-currency Cash Facility.

1.1.2 For the sake of simplicity, we often refer to the service as Your account

1.1.3 When We refer to 'Novia', 'Novia Global', 'Novia Global Europe Limited', 'Us', 'Our' or 'We' We mean Novia Global Europe Limited

1.1.4 When We refer to 'You', 'Your' or 'Account Holder' We mean a natural or corporate person or trust who holds an Account.

1.1.5 When We refer to 'Adviser' We mean an authorised financial adviser, a portfolio manager or a similar regulated institution involved in helping You make investment decisions.

All times quoted are Central European Times (CET).

You can contact Us by writing to Novia Global Europe Client Services at the following address:

Novia Global Europe Client Services
Archiepiskopou Kyprianou & Ayiou Andreou, 1,
LOUKAIDES BUILDING,
Floor 2, Office 23,
3036 Limassol,
Cyprus

Or,

Email Us at: euclientservices@novia-global.eu
Call Us on: +357 2500 8220

Please check with Your provider for details of call charges or alternatively contact Us free of charge via the secure mail functionality.

1.2 The role of Novia Global Europe Limited

1.2.1 We shall provide the Service in accordance with these terms and conditions and may be amended or supplemented from time to time (the "Terms"). These Terms and Conditions are provided to You by Your Adviser prior to the provision of Our service.

1.2.2 These Terms and Conditions form the legally binding agreement between Us and You. By using Our service, You agree to these Terms and consent to the provision of the investment services. There is no minimum duration of the contract. We will conduct all communications to You in English. If You need additional support with understanding. please contact Your Adviser or our Client Services team.

1.2.3 These Terms and Conditions should be read with our Charges Schedule and Product Key Features Documents.

1.2.4 All fees and charges incurred in connection with the services provided are payable in pounds sterling (GBP). Where you are holding currencies other than GBP, We will use the prevailing exchange rate to calculate the charges. Please refer to Our Charges Schedule.

1.2.5 Novia Global Europe Limited does not give any investment, financial, legal or tax advice on any investments You hold. Novia Global Europe Limited is entitled to assume that Your Adviser has sufficient experience and knowledge to advise You on the risk involved in each transaction You enter into and that Your Adviser shall ensure that all investments are suitable for You.

1.2.6 We provide tools to help You and Your Adviser make decisions. They are not intended to be a substitute for advice provided by Your Adviser. We do not accept responsibility for any decisions You make on the basis of the advice You receive from Your Adviser when using these tools.

1.2.7 Novia Global Europe provides access to a large amount of information from third party suppliers. Nothing in the information provided by Us in print or on-line should be regarded as a financial promotion. The information provided on this website is for general informational purposes only and does not constitute investment advice, financial promotion or a recommendation to buy or sell any financial instrument. marketing or otherwise advertising or suggestion You use or not use in any manner whatsoever any such information.

1.2.8 Novia Global Europe reserves the right to remove or appoint third parties to assist Us in fulfilling Our obligations under this contract.

1.3 You

1.3.1 You agree that Your Adviser is duly authorised to give Us instructions on Your behalf as if they had come directly from You. This includes the authority to purchase or sell investments, conduct switches and to add, amend or remove immediate or automatic rebalancing on Your behalf using the Service. You agree to accept full responsibility for all instructions placed and to release Us from any liability for executing instructions which Your Adviser or You place with Us (apart from any loss or damage arising directly from any act of gross negligence, fraud or wilful default by Us).

1.3.2 You (with Your Adviser) are responsible for making sure that any instruction given is permitted under any and all applicable laws and/or regulations, including any jurisdiction restrictions or requirements. We will not provide You with any services if in doing so We violate any applicable financial sanctions, laws or regulations. This could result in Us having to close Your Account with Us or having to sell certain investments on Your behalf, or otherwise take any such other action as We may, in Our absolute discretion, view as necessary under the circumstances or that is permitted under applicable laws and/or regulations.

1.3.3 In submitting an application for an Account, You have agreed that You will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information carelessly given by You, or on Your behalf, either in the application or any subsequent form.

1.3.4 As an online service You must give Us (through Your Adviser) a valid email address that must be kept up to date. If We encounter an email address that does not exist, then We will stop using it and You will need to give an alternative email address to Us. We provide important information regarding Our Service and Your Account via an

online document library and hence if You do not provide Us with Your email address and subsequently do not activate Your online access You will not receive this information.

1.3.5 Novia Global Europe is unable to accept an application from any US person due to the requirements of the Foreign Account Tax Compliance Act of 2010 ('FATCA'), a federal law in the USA ('US Person') regulations. If You become a US resident, You must notify Us immediately. Under these circumstances, You agree that Your Account can be closed or transferred to another provider. We will not be held responsible for any consequences where You have not told Us.

> US person means any citizen or resident (sole or dual) of the USA, or any corporation, partnership or body created in, or organised under, the laws of the US; and as more particularly defined in the Foreign Account Tax Compliance Act of 2010 ('FATCA'), a federal law in the USA ('US Person'),or any political subdivisions of that country.

1.3.6 We must be told of any change in Your residence, citizenship or domicile. We reserve the right to suspend further trading (including switching or rebalancing) once We become aware of a change. We also reserve the right to close Your Account or move part of it, if You can no longer hold particular investments due to jurisdiction requirements.

1.3.7 As part of Your application, We will require self-certification information as a declaration about Your nationality and tax residency which includes any dual status You may have. We will need Your Tax Identification Number (TIN) if You have one, and Your country of birth. You authorise Us to disclose to any tax authority, regulatory authority, the police or such other persons, as required by law or so We can carry out Our duties, such information they may require about You and Your Account including identity verification records. This includes any tax obligations on reporting (and the deduction of withholding tax) We must comply with.

Investors that are legal entities, for example, a company or a Trust, will need to provide Us with a valid Legal Entity Identifier (LEI) in order to transact in certain reportable instruments, such as ETF's.

1.3.8 If You invest in US reportable securities, You agree to give Us the appropriate documentation required from USA IRS before doing so. If You fail to do so, We may sell the relevant holding and make any remittance necessary.

1.3.9 Where We are required by the terms and conditions of an investment or an agreement with a third party to disclose to Your verification of identity and address regarding any beneficial ownership You have, You authorise Us to do so. You also authorise Us to agree to the terms and conditions for any investments You apply for.

If You need more information as to how taxation and related regulations may apply to Your circumstances, please speak to Your Adviser.

1.4 Your Money

1.4.1 Any money You hold in the Cash Facility is cleared monies and We hold it in a segregated client money account, separate from Our money. The Cash Facility is not designed to be interest-bearing where You can seek interest-bearing returns and therefore, We retain all interest on monies held in the Cash Facility.

Please refer to Our interest rate policy published on Our website for full details.

1.4.2 Interest rates can also be zero or negative, depending on market conditions. In the event there are negative interest rates We will follow those provided by Our main trading bank HSBC Ireland, who may apply a margin. We will also apply Our own margin of 40bps to any negative rates to cover Our own costs for holding cash and We will also apply the 40bps margin on positive rates lower than 0.4%.

If these charges apply, the interest will be calculated daily and debited monthly from Your Cash Facility gross of tax within 5 business days of the start of each month.

If interest rates are positive, Novia Global Europe will normally receive a margin.

The current rate We receive can be found on Our Interest Rate Policy page.

Cash will remain in the Cash Facility until We receive a clear instruction to purchase investments from You.

1.4.3 The cash in Your Account and cash due to Your Account will be deposited in a pooled bank account with Our client money bankers across Our customers to reduce risk through diversification. Novia Global Europe holds a proportion of the total client money held for all customers in term deposit client money accounts. Where money is held in a term deposit account, that bank requires 90 or 95-days' notice respectively to withdraw money. This will not impact normal withdrawals but could result in a delay to a distribution of client money in the unlikely event Novia Global Europe became insolvent.

1.4.4 We have appointed Pershing Securities International Limited as a custodian for investments held in the Account. Your holdings will be held in the name of Our omnibus/nominee account with them. As holdings will be registered in the same name as other customers, they are not immediately identifiable by separate account. Therefore, We will identify and record all holdings. If Pershing Securities International Limited become insolvent there is a risk that there will be a shortfall in the amount available for distribution and Your full entitlement might not be recovered. We will use reasonable endeavours to recover any such loss on Your behalf.

1.4.5 Any investments held in the omnibus/nominee account cannot be lent or borrowed against. You cannot assign underlying investments to a third party. Doing so without Our express permission may result in closure of the Account. You are solely responsible for Your own tax arrangements.

1.5 Your Adviser

1.5.1 You must have an Adviser to deal with Us. Your Adviser must be registered with Us and have accepted Our Terms of Business. You may only have one Adviser on an account at any time. To change Your Adviser, You must write to Us confirming the details of Your new Adviser.

1.5.2 Notification of a new Adviser will automatically result in the removal of the existing Adviser. If You change Adviser, any ongoing fees will no longer be paid to Your former Adviser. Any payments will then be made in accordance with any new instructions You give Us.

1.5.3 Additional charges detailed in the charges section (and Charges Schedules) apply when You do not have an appointed Adviser. In addition, when You do not have an Adviser, You will not be able to carry out any trading of investments, either buys or sells. This is not intended to restrict Your ability to end Your use of the account. At any point, You may request its closure.

1.6 Opening an account

1.6.1 To open an account with Usan on-line application must be completed. The GIAE application does not require a signature. You will receive Our confirmation of the application together with details of any declarations You have made. You must check this which includes Your personal data and tax residency information and inform Us of any errors within 30 days. After 30 days, You accept that any compensation You are entitled to for loss suffered or sufferable due to an error connected with Your application will be restricted to the value of the loss in this 30-day period. This condition applies to all communications You receive from Us.

1.6.2 To open an account, You must be 18 years of age or over. An individual account can be held by up to four joint

holders. Joint holders are jointly and severally liable for their obligations under these Terms and Conditions.

Individual account means an account other than a corporate or trust account.

1.6.3 We have certain responsibilities to verify the identity and residential address of Our clients under regulations such as anti-money laundering laws. If, at any time, We ask for Your identity records with other client due diligence to meet Our regulatory obligations, You will promptly provide it to Us and it must be accurate. We cannot accept any instruction to trade on Your behalf until We have verified Your identity.

1.6.4 You also agree that We may verify the identity and residential address of any third party or beneficial owner connected to Your Account.

1.6.5 We cannot open an account without a completed application and a payment, transfer authorisation or re-registration request. There is no minimum initial or additional investment. We reserve the right to introduce minimums.

1.6.6 Payment into Your Account can be made by electronic bank transfer in any of the currencies confirmed on Our website.

1.6.7 Electronic payments must be made payable to Our designated currency account. Our account details are contained in the application.

1.6.8 All bank transfers should be accompanied by an identifying reference (the payment instruction reference We give You). Bank transfers sent to Us without an identifying reference may be returned. We will not accept any responsibility for any loss or costs incurred as a result of an incorrect transfer to Our bank account.

1.6.9 We do not accept payments from any third party. If you are a member of a pension trust, we will only accept payments made by the appointed trustee.

1.6.10 For re-registrations, We will need a written and signed re registration application.

1.6.11 Where an application is received that is not complete or is unclear, We will use reasonable endeavours to establish the missing information by contacting Your Adviser. If We cannot obtain the necessary information, We reserve the right to return the application to Your Adviser and any payment to the bank account from where it came.

1.6.12 We reserve the right to reject any application where We believe accepting it will result in a breach of these Terms and Conditions or any legal obligation including where We are unable to adequately verify identity and The right to reject any application is at Our discretion, where it is reasonable to do so.

1.7 Your right to Cancel

1.7.1 If you are classified as a retail client, you have the right to cancel this Agreement without penalty within 14 calendar days from the date on which this Agreement is concluded or, if later, the date on which you receive these Terms.

1.7.2 To exercise your right to cancel, you must notify us in writing within this period. If you exercise your right to cancel:

a) this Agreement will be terminated and your Account will be closed in accordance with Section 3 (Closure);

b) any instructions that have not yet been executed may be cancelled;

c) any investments entered into during the cooling-off period may need to be sold or transferred and may be affected by market movements.

1.7.3 You acknowledge that you may not be entitled to recover any losses arising from market fluctuations during the cooling-off period.

1.7.4 By using the Services before the expiry of the cooling-off period, you expressly request that we begin providing the Services during the cooling-off period. You acknowledge and agree that:

a) services may commence immediately; and

b) you will remain subject to the terms of this Agreement, including any risks associated with market movements

1.7.5 You may access the website from Your own devices or, where necessary, from public or shared computers. However, when using any device that is not under Your sole control, You must take reasonable steps to ensure it is secure. "Reasonable steps" include checking that the device is running a reputable operating system, is free from obvious signs of tampering or malware, and that no browser extensions, plugins or software are present that could compromise Your login details or personal data. You must also ensure that You fully log out of the service after use and do not allow the browser to save your username or password. We accept no responsibility for any loss arising where these steps are not taken.

1.7.6 You are solely responsible for ensuring that any device You use to access the service is adequately protected against malware, viruses, keyloggers, remote-access tools, and other security risks. We accept no responsibility for any loss arising directly or indirectly from the security or configuration of your device, browser, operating system, network connection, or any software installed on it.

1.7.7 Access to the service is entirely at Your own risk, including using public, unsecured, or shared internet connections (including hotel, café, airport or similar networks). We accept no liability for any interception, alteration, or misuse of data transmitted over networks.

1.8 Accessing the website

1.8.1 You can access Your Account through the secure Novia Global Europe website using Your unique username and password. Once a username has been issued and a password created, You are solely responsible for maintaining the security of Your Account and should not provide Your login details to any third parties. Should You believe or know that the security of Your username and password has been compromised You are required to let Us and Your Adviser know immediately.

1.8.2 For security or technical reasons, We may change Your username or password. We will let You know if We have to do this. We have the right to disable Your access if in Our reasonable opinion You have failed to comply with these Terms and Conditions.

1.8.3 We will take reasonable steps to ensure the website is available. However, there will be times when We need to interrupt the Service to perform maintenance. Where We do interrupt the Service, We will take reasonable steps to let You know and to limit the period of unavailability. We may also be unable to give access due to circumstances outside Our control, such as service attacks, virus attacks or hacking attempts. We will not be liable for any losses You may incur if You cannot access the website.

1.8.4 You agree to use Our website in accordance with the Privacy Policy and website terms and conditions which are available on Our website at www.novia-global.eu.

1.8.5 Web access is permissible from Your own computer or public access points, but You are responsible for ensuring any public access points are secure. You also agree to take reasonable steps to ensure any computer You access the website from is free from malicious software.

1.9 Introduction to SIPP Product and Inducement Disclosure

1.9.1 We may facilitate the introduction of clients to the Self-Invested Personal Pension ("SIPP") product offered by Novia Global Limited is a registered company in England & Wales with register Number: 09042249 and registered office 22 St Lawrence Street, Southgate, Bath, BA1 1AN.

Novia Global Limited is authorised and regulated by the Financial Conduct Authority with register number 653661.

1.9.2 Our role is strictly limited to making an introduction. We do not provide investment advice, personal recommendations, or any form of assessment regarding the suitability or appropriateness of the SIPP product. Any decision to proceed with such product is made solely by you. You should seek independent advice from your Adviser or another suitably qualified professional before taking any action.

1.9.3 Novia Global Limited retains full discretion to accept or reject any application for its SIPP product and is under no obligation to provide reasons for such decision.

1.9.4 In connection with this introduction service, we will receive a fixed fee of EUR 100 from Novia Global Limited for each successful introduction. This fee:

a) is paid directly by Novia Global Limited;

b) will not be charged to you, either directly or indirectly; and

c) will not be deducted from your investments or assets.

1.9.5 This payment is classified as an inducement under applicable regulations. We confirm that it is designed to enhance the quality of the service provided to you and does not impair our duty to act honestly, fairly, and professionally in accordance with your best interests.

1.9.6 Further information in relation to inducements and how we manage conflicts of interest is available in our Conflicts of Interest Policy, which is provided to you separately or made available on our website.

2/ Transactions

2.1 Trading

Exchange traded investments include a range of securities listed on exchanges including shares (equities), government bonds (gilts) and investment trusts.

2.1.1 We will not advise You about the merits or otherwise of any particular investment or transaction. You and Your Adviser are responsible for ensuring You are eligible for the investments You select. You are solely responsible for any investment decisions made on Your behalf.

2.1.2 We may make available a diverse range of different investment types for You and Your Adviser to choose from. This includes investments such as units/shares in collective investment schemes shares traded on regulated stock markets, money market instruments and bonds. Your Adviser will let You know what investments You have access to.

2.1.3 We may also make complex investments available. For the purposes of this section, complex investments include those such as (this is not an exhaustive list) shares in non-regulated collectives, investment schemes, units in a tax-exempt unauthorised unit trust, structured notes (including fixed term deposits until maturity), investments where the opportunity to sell is infrequent or restricted, or shares in unauthorised collective investment schemes.

2.1.4 These investments may carry higher risks than other traditional funds. Before purchasing them, You should ensure You read and understand the factsheet, product specific literature made available through Our website and any other relevant literature from the investment manager. You should be aware of any specific risks that may apply to such investments. You should always consult Your Adviser before buying any investment. Your Adviser is responsible for assessing your suitability.

2.1.5 Complex investments are normally designed for experienced or professional investors. Your circumstances, financial knowledge or experience must be assessed before executing the instructions.

2.1.6 Some investments have dealing restrictions which are imposed by the investment manager. This involves the imposition of restrictions either for initial investments, ongoing investments, holding and redemption of investments. We trade alternative investments subject to these dealing restrictions and this may affect Your ability to purchase, hold and sell these types of investments through the Service. We reserve the right to reject any instruction that does not meet dealing restrictions for either individual or aggregated trades.

2.1.7 You agree that, on instructing Us to buy or sell an investment, You are also instructing Us to process that instruction in the most efficient way. Where it is required by a third party's terms of business, You agree to Us paying cash to a third party (such as a broker) before We have received title to the investments on Your behalf.

The third party will hold client money under the rules and regulations that govern the local jurisdiction in which monies are held until the transaction completes. In the event that the third party defaults before We receive title to the investment, You will not have a claim against a specific sum in a specific account.

Should there be a shortfall in the pool on insolvency, You may have to share in the shortfall in proportion to Your share.

2.1.8 Some Discretionary Management Services may use complex investments. You and Your adviser should ensure that You are aware of this and satisfy Yourself that these are appropriate for You.

A Discretionary Management Service is the professional selection and management of a portfolio of assets to meet specific investment goals.

2.1.9 Your Account may offer You the facility to carry out the trading of exchange traded investments such as equities or gilts. For charges, please refer to the Novia Global Europe Charges Schedules. You may place deals on-line through Your Adviser. Once You have placed an order and it has been accepted, You will have no right of cancellation.

2.1.10 All stock market transactions will be undertaken in accordance with the rules, or the regular terms, customs and usages of the exchange or market in which the transactions are affected. (Please refer to the order execution policy at the end of these Terms.)

2.1.11 You should be aware that stamp duty or a Panel of Takeovers and Mergers levy may be payable on the purchase of shares, at the prevailing rate.

2.1.12 We may at Our absolute discretion and without giving reason, decline to accept any particular instruction or order. If We accept Your instructions or orders, We will use reasonable endeavours to carry them out. However, We will not be liable for any loss or expense incurred if We are unable to do so for whatever reason or if there is a delay or change in market conditions before the contract is affected. If You are in any doubt about whether an order, instruction or other communication has been received or carried out, You or Your Adviser must contact Us as soon as is reasonably possible.

2.1.13 You will not transact in exploitation of market timing (for example, short term trading to exploit time differences, imperfections or deficiencies in value and price.)

2.1.14 Where We give You an indicative price, for example on a currency exchange, We cannot guarantee that this will be the price at which Your order is transacted as market prices continually move.

2.2 Giving an instruction

2.2.1 Instructions to carry out investment transactions will be given by Your Adviser using Our secure website. Instructions received directly from You will not be actioned. In these circumstances, the instruction will be returned, and We will request You seek advice from Your

Adviser who can then carry out any instructions. We reserve the right to action instructions where necessary.

2.2.2 We reserve the right to decline to action instructions where necessary or where We have a valid reason for not doing so including but limited to where an instruction fails to meet Our investment criteria, significant market events, regulatory or government sanctions, concerns over Fund Manager authorisation and/or fund closure.

2.2.3 Some investments have their own dealing minimums. It is the responsibility of You and Your Adviser's to ensure any investment instruction meets the dealing minimum of the relevant investment. In the event that an investment instruction does not meet the dealing minimum, which may apply to both buys and sells, We may be unable to carry out any of the instructed trades. We will not accept any liability for any loss incurred by You due to the instruction being delayed or not actioned.

2.2.4 Details of completed instructions are provided on-line within the transaction history. It is the responsibility of You and/or Your Adviser to ensure instructions have been received by Us. All purchases are subject to sufficient cleared funds being received by Us from You.

2.2.5 For reasons beyond Our and Your control, orders, messages or instructions sent may not arrive, may be delayed, or may be capable of being intercepted and changed by an unauthorised party. In using the Service, You accept these risks.

2.2.6 The following instructions must be given in writing signed by all Account Holders or authorised signatories and sent, where appropriate, with the relevant supporting documentation; change of name, changes to Your bank account, withdrawals or account closure.

2.2.7 Where more than one account holder exists, We only accept instructions signed by all holders. Where the account is owned under a trust agreement or by a corporate body, We will require the relevant number of signatures identified in the authorised signatory list and any associated trust documents.

2.3 Cancelling an instruction

2.3.1 Following a request to cancel a transaction that You have already placed, We will use reasonable endeavours to carry out the cancellation. However, We will not accept liability for any loss incurred should We be unable to cancel the transaction. Neither currency transactions nor exchange trades can be cancelled after an order has been submitted.

2.4 Timing

2.4.1 Your order will normally be placed in the appropriate market at the next available dealing point as soon as We have received, accepted, and processed Your instruction. Your Adviser has access to an investment list detailing dealing cut off times. There may be a delay in trading assets that are being added to the investment list.

2.4.2 Investments traded through the Service may have different dealing frequencies. It is You and your advisers responsibility to ensure instructions are received and accepted by Us in time to be dealt at the dealing point.

2.4.3 Some investments trade the following day after receipt of either cleared monies or dealing instructions from Us. This means We must send funds to the investment manager one business day prior to receiving a valuation. Therefore, You will receive Your holding in the investment after one additional business day (in addition to the normal procedure times) after instruction. You should be aware of this when instructing transactions regarding these investments. We accept no liability for any loss that may arise due to market movements within this timeframe.

2.4.4 Other investments, including and particularly complex investments, available through the Service have features and characteristics that are different to traditional instruments. Some are not regulated and many have features that may significantly delay the investment of monies or significantly delay redemptions and therefore restrict Your ability to realise Your investment and withdraw cash (where Your position is positive). They may have irregular or rare valuations, or the nature of a valuation may be different to that of a daily dealt fund. The product provider may not take subscriptions for a certain product early, i.e. structured products. You should be aware that some alternative investments could have fixed terms where You are unable to withdraw Your money before the end of this period or limited offer periods where You may only be able to invest during a certain period.

2.4.5 For investments that do not trade daily, You are recommended to place the order in good time before the published dealing point because any processing delay (including any issues relating to the clarity of the instruction or insufficient units or cleared funds) may result in a longer delay in completing the trade and any linked trades.

2.4.6 For investments that do not trade daily, We will trade up to ten business days prior to the investment manager's dealing point. This is to ensure that all trades are completed, and You are not disadvantaged by non-daily dealing. Trading instructions submitted after this cut off point will not be traded until the following dealing point. Where investment managers trade monthly, up to 30 days advance notice of dealing may be required before trading.

2.4.7 We accept no liability for any loss incurred due to instructions not being received or being received late, for incomplete or unclear instructions resulting in the dealing point being missed or a lack of cleared funds being available in the Cash Facility. We do not accept any liability for any perceived loss due to placing Your instruction at a time that is different to that anticipated by You.

2.4.8 It is You and Your Adviser's responsibility to ensure that You understand the features of individual investments and the risks they carry, We can accept no liability for delays in dealing or non-investment. You must read the prospectus, offering document or other literature available from the investment manager to ensure that You understand the investment (as this information is not included in these Terms). To the extent required by Our Terms, You give Us and Our nominee the authority to agree to any investment manager's terms and conditions on Your behalf where You chose to hold them in the Service.

2.4.9 If We receive delayed or incorrect settlement of the sale of Your investments from the investment manager, We can accept no responsibility if withdrawals, rebalancing, income or any other transactions are reversed or delayed or are unable to proceed.

2.5 Aggregation

2.5.1 Aggregation is the process of combining many individual transactions made through the Service for the same investment before placing a single transaction to ensure efficiency or better terms. We normally aggregate trades to ensure that all trades can be dealt with and allocated by Us fairly and in due turn. Aggregation enables Us to obtain the best overall result for Our clients with regard to price and dealing costs. In some circumstances aggregated trades can result in a nominal residual amount, due to rounding differences, which is not possible to allocate back to each individual client who has traded. In such circumstances, Novia Global Europe will cover the minimal negative rounding differences from their own resources or keep the minimal positive rounding differences by transferring the difference into its corporate account.

2.5.2 Where possible, We aggregate trading instructions of the same investment and execute them as a single transaction. We will place all buy deals separately from all sell transactions and will not combine them.

2.5.3 Exchange traded funds (ETFs), investment trusts and equities aggregated by Us will be traded once a day (business day). Following receipt of an acceptable instruction and cleared monies, trades will typically be dealt between 13:00-15:00 CET on the following business day. The aggregated deal will incur charges (as detailed in

the Charges Schedules). Individual Account Holders will be charged proportionately to the size of their deal within the total aggregated. This will be deducted from the value of the deal at the point of trading or from the Cash Facility. Where Stamp Duty or a PTM levy is payable this will be in addition to this charge.

2.5.4 As only whole shares or lots in ETFs, investment trusts and equities may be held, where We must round a holding, We will round down to the nearest whole share.

2.5.5 For ETFs or investment trusts that We have traded on an aggregated basis, aggregation may produce a higher or a lower price than the price that might have been obtained if each order was transacted separately. This is due to the timing of the transactions.

2.5.6 You should be aware that in circumstances where there is an illiquid market, We may be unable to execute transactions, or it may be necessary to execute transactions in a number of tranches over more than one dealing day. In such circumstances, You will obtain a volume weighted price for the total deal. We will only act in this way if We believe it to be in the interest of each participating client. This may on occasion work to the disadvantage of one or more clients.

2.6 The Cash Facility

2.6.1 All payments received will be placed into the Cash Facility. We will accept payments in any of the currencies confirmed on Our website. We will set up a separate Cash Facility for each currency You wish to have within the GIAE.

2.6.2 Only cleared funds will be credited, and dealing instructions will only be carried out when there are sufficient cleared funds in the relevant Cash Facility.

2.6.3 Payments to the Cash Facility include transfers, deposits, income such as distributions and dividends, on the Cash Facility and the proceeds from the sale of investments.

2.6.4 Distributions from investments will typically be credited to the Cash Facility up to 10 business days following receipt of payment. Interest will not accrue on any dividend income pending distribution.

Where distributions are received in a currency different to that of a currency account currently held by You this may be subject to rounding at the point where We convert the currency and apply to Your Cash Facility. This may lead to one or more clients being disadvantaged.

2.6.5 Some investment managers will not distribute income, in the form of interest or dividends in cash, if this is below a certain minimum level. This will therefore be automatically reinvested by the investment manager and will show as an increase in Your unit holding and will not be credited as cash to Your Cash Facility. Whether income distributions will be made below a certain minimum level depends on the investment manager concerned and details of this will be available in the investment managers documentation on their website.

2.6.6 Payments from the Cash Facility include full or partial withdrawals, investment settlements, dealing costs and charges (including taxes or charges due as a result of any regulatory breaches).

2.6.7 We require You to maintain a minimum cash balance in the Cash Facility(ies) of 2% of the value of each of Your currency accounts. You will need to regularly review the amount held in Your cash facilities. Where a cash balance falls below 1%, We reserve the right to sell investments and top up the Cash Facility, usually starting with the largest liquid asset first.

> Liquid assets are those where there is a readily available market, and they can be converted into cash with a minimum impact on the price.

2.6.8 The process of ensuring Your Cash Facility maintains a balance of 2% will be initiated on a quarterly basis, and proceeds from the sale of investments, if any, will typically reach the Cash Facility by the seventh business day of the month. In the event that We are required to sell investments to meet the minimum requirement of a 2% balance (and this may occur at a disadvantageous time), You may incur a tax liability, for which We are not liable. You should speak to Your Adviser about any tax liability.

2.6.9 Where the minimum balance of a Cash Facility falls below the 1% threshold, We also reserve the right to refuse to execute any investment or withdrawal instructions, any Adviser or DFM charge payments.

2.6.10 When adding cash to the Cash Facility, We reserve the right to take any outstanding deductions, including Our, DFM and Adviser charges due, which may result in the Cash Facility again going beneath 1%.

2.7 Currency exchanges

2.7.1 You can arrange a currency exchange on-line through Your Adviser. You can decide to sell or buy a particular currency. For instructions received before 10.00, the exchange rate is struck at 11.00. For instructions received between 11.00 and 14.00, the exchange rate is struck at 15.00. Your Account details will be altered to reflect Your choices within one business day but You will be able to trade as soon as the exchange completes.

2.7.2 Exchange rates can be subject to quick and large changes in price, which can lead to losses in Your capital.

2.7.3 Where You hold more than one currency, a Cash Facility will be established for each. The conditions that apply to a single Cash Facility then apply to each facility.

2.8 Withdrawals

2.8.1 The minimum amount for a one-off partial withdrawal from a GIAE is £1000 and is £500 for regular quarterly withdrawals. Monies will be deducted from the Cash Facility. Payment will be made when We have received clear instruction and once sufficient cash has been made available to facilitate the withdrawal.

2.8.2 Payments will be processed promptly and, in any event, within 5 working days from the confirmation of cleared funds, provided that all required verification checks have been completed.

2.8.3 Payments are made through electronic transfer to the bank account designated by You in Your application. Payments can take a further 3-5 business days to reach Your bank account once payment has been made. Payments will not be made by cheque.

2.8.4 For a full withdrawal, Your Adviser will need to sell all Your investments held within the Account. Payment will be made once all holdings are in cash, and We have received a clear instruction.

2.8.5 Investments which do not deal daily such as, complex investments, fixed period investments, deposits or structured products may delay withdrawals being made. If there is insufficient cash in the Cash Facility, and Your Adviser must sell investments to make a withdrawal, where necessary, We will delay making a withdrawal payment to You until We are able to complete these instructions. You should be aware that depending on the nature of the assets this may be a substantial delay which may have significant consequences and You're your Adviser should consider this when selecting which investments to encash.

2.8.6 If We are paying into a new bank account for the first time, We will require additional documentation for verification to make sure We are making the payments to the right account. In some circumstances We may conduct an electronic identity check. We reserve the right not to make payments to third parties.

2.9 Appointing a Discretionary Fund Manager (DFM)

2.9.1 We will consider supporting You and You Adviser's appointment of a DFM.

2.9.2 It is Your and Your Adviser's responsibility to ensure that any DFM You appoint has the appropriate authorisation to carry out discretionary fund management on Your behalf. Your appointment of a DFM must be notified to Us. We reserve the right to refuse the appointment.

2.9.3 We will accept no liability for losses or expenses incurred as a result of the actions of Your appointed DFM or any claims from the DFM in respect of any investments You hold through the Service.

Investments that may be included in a Portfolio Model managed by a DFM include any investment listed in the Novia Global Europe Investment List that is able to trade daily without limitation, such as Unit Trusts, Open Ended Investment Companies and ETF's. We do not allow Complex Instruments to be held in Model Portfolios.

2.9.4 You authorise Novia Global Europe to act on DFM instructions unless and until You notify Novia Global Europe that the appointment of the DFM has been terminated. Novia Global Europe is authorised to accept investment instructions from Your appointed DFM as if they had come directly from You. The DFM will be able to create model portfolios, carry out switches and add, amend or remove any rebalancing investment instructions on Your behalf. You are solely responsible for all decisions relating to the purchase, retention and sale of investments made by the DFM and agree to hold Us indemnified against any claim in respect of such actions. The appointment of a DFM does not replace the need for an Adviser. Your DFM must abide by the Terms of Use issued to them.

2.9.5 Where the DFM has requested to immediately realign Your portfolio, We will not be able to complete this instruction where any prior investment instruction has not completed on Your Account. Once the previous instruction has been fully completed Novia Global Europe will proceed with the realignment within 2 business days.

Your appointed DFM will either provide bespoke portfolio management or a Model Portfolio according to Your agreement with Your Adviser. If Your DFM provides bespoke portfolio management they will be able to view and carry out Realignments and adding, amending and removing Rebalancing instructions. Your DFM will also be able to amend the Model Portfolio according to Your agreement with them which will result in Realignment. For further information, You should check Your agreement with Your DFM and speak to Your Adviser.

2.9.6 You understand that We have not carried out and shall not in future carry out any review of the nominated DFM's financial status or their investment and/or risk strategies and it is the responsibility of You and Your Adviser to check these matters.

2.10 Regular Contributions

2.10.1 You can make regular contributions to Your Account with a view to adopting a specified investment strategy. The specified investment strategy will not be linked or updated in line with a model portfolio. Where a model portfolio is associated with the Account and is rebalanced, the investments will be realigned to the model portfolio. Should You wish to update Your specified investment strategy, You will need to notify Us via a Recurring Switch Instruction form.

Subject to Our best execution policy We do not have a minimum regular contributions amount. For exchange-traded assets, there is a minimum investment amount which is based on the last known whole share price.

2.10.2 Investments will be made in accordance with Our Best Execution Policy. Add Link to Best Ex policy

2.10.3 We will continue to make purchases of investments from regular contributions in accordance with Your instructions until You, via Your Adviser, vary or stop the regular contributions instruction.

2.10.4 It is Your responsibility to check what bank charges, if any, will be applied to any payments You make to Us and adjust the payment accordingly in order that Your investment instruction can be fulfilled.

2.10.5 Confirmation of Your regular investment will be made available through Your secure login with notifications accessed when You enter Your on-line account.

2.10.6 It is Your responsibility to understand the Dealing and Settlement costs associated with regular contributions purchases of investments. These are as per the standard Dealing and Settlement costs in 5.4.

2.11 Switching

2.11.1 In general, switching (or a switch transaction) comprises selling an investment and buying another investment. Switching is the responsibility of Your Adviser who will submit the switches they have agreed with You.

2.11.2 Switch purchases will not be carried out until the proceeds of all associated switch sales have been completed and settled by the relevant investment managers and proceeds received by Us. Where a switch includes a non-daily dealing investment or investment with an unusually long settlement period, there will be an extended period where the switch will be pending and not invested. Where a large number of switches are requested in one instruction there may be occasions where these will be actioned over a number of days. Novia Global Europe accepts no liability for any loss that You may incur as a result of a delay.

2.12 Rebalancing

2.12.1 Your Account offers You the facility to automatically realign investments to proportions that You have previously specified. The process of automatic realigning is known as rebalancing. You can proceed with rebalancing, stop it or to make changes to an existing agreement by stopping it and starting another, at any time.

2.12.2 We act on a receiving and transmitting basis only and do not provide investment advice or portfolio management. We are entitled to rely on instructions received from your Adviser and are not responsible for assessing the suitability or appropriateness of such instructions, provided that the Adviser is authorised to act on your behalf.

2.12.3 Rebalancing can be applied to funds, cash and exchange traded investments where We have traded on an aggregated basis. Some investments will not be available for rebalancing. Typically this will be due to minimum investment levels, infrequent or irregular dealing, the high cost of trading or other restrictions or conditions imposed by the investment manager.

2.12.4 We may not be able to complete any rebalance where any prior investments or withdrawals have not completed on Your Account. In these circumstances, We will delay the rebalance until it is possible to process it.

2.12.5 If You make an additional investment or switch, this will not automatically cancel an existing rebalancing instruction. Without clear instruction to the contrary, additional investments will be rebalanced to Your original instruction.

2.12.6 Any investments selected within a rebalancing instruction which are unavailable (i.e. not displayed on the Investments List) will constitute an incomplete instruction. Rebalancing will not be available until a valid rebalancing instruction has been received. When a portfolio is rebalancing, investments that are not available for rebalancing will be excluded from rebalancing transactions. However, the Cash Facility will be maintained at the requested level of the total portfolio value including those investments not available for rebalancing.

2.13 Model Portfolios

2.13.1 A model portfolio is a composition of assets determined using reasonable skill and in accordance with an investment mandate operated under a discretionary agreement. The investment performance is not guaranteed, nor is it guaranteed to match any specific

benchmark or target return. If the mandate changes or ceases to operate, You will be given notice of any change.

2.13.2 Using Our procedures as agreed with the discretionary manager, from time to time, We adjust the composition of the model portfolio. This can be done periodically or to take account of anticipated market movements, cash flow and other factors.

2.13.3 If Your discretionary manager provides a model portfolio to which Your Adviser assigns You, they will amend the model portfolio as per the agreement with them. This may result in a realignment and transactions being applied. There are costs associated with these – see the charges section.

2.13.4 Where a model portfolio is associated with an Account this becomes the investment strategy of the Account and on future rebalances the investments will be realigned to the model portfolio.

2.13.5 Where Your holdings include assets that are excluded from rebalancing, and Your Account is then associated to a model portfolio these assets will be excluded from any rebalancing instruction. Your Adviser will be able to check whether Your holdings include any such assets and decide if further instruction is necessary.

2.13.6 Where You have existing holdings and Your Account is then associated to a model portfolio, these assets will be potentially sold down at the next rebalancing instruction unless Your existing holdings are excluded from rebalancing. Your Adviser will be able to check whether Your holdings include any such assets and decide if further instruction is necessary.

2.13.7 Where the model portfolio associated to an Account contains assets that are no longer available, either due to a conversion or where the asset has been closed, Your Adviser or discretionary manager will need to submit a new instruction.

2.13.8 Where changes are made to a model portfolio by the DFM and Your holdings are immediately realigned to reflect this, We will sell investments and then only purchase investments to reflect the new model portfolio upon receipt of all cleared monies from related sales of investments.

2.13.9 When a model portfolio is removed from an Account this removes the link for managing changes from that model portfolio. It does not create sells. New instructions must be submitted to change the rebalancing instruction.

2.14 Re-registration

2.14.1 Re-registration is the process of transferring existing investments, such as exchange traded investments, shares, investment trusts, UCITS, SICAVS, Unit Trusts or OEICs to or from the Service without selling or buying. We, at Our sole discretion, can decide if We will re-register any asset into Your Account.

2.14.2 Investments that are re-registered to Novia Global Europe remain invested in the market.

2.14.3 You can re-register out to another provider and We make no charge for re-registering away (a custodian charge may apply depending on the type of underlying investments.) We will make reasonable endeavours to forward outstanding dividends or distribution payments to Your new provider. Where this is not possible, We will attempt to make payments back to You.

2.14.4 Not all providers will allow re-registration, so it is important that You and Your Adviser check with the provider before commencing the re-registration process. Some providers will make a charge for re-registering investments away from them.

2.14.5 A re-registration charge applies for each line of stock re-registered to the Service. This is detailed in the Charges Schedules.

2.15 Transfers

2.15.1 Transferring is the process of transferring existing investments to or from Us in cash, where Your existing provider sells the investments held and transfers the proceeds to Us.

2.15.2 We will contact Your existing provider to arrange for the transfer of investments, where We have a completed signed transfer authority from You. It is Your responsibility to ensure all details on any transfer paperwork is accurate and up to date.

2.15.3 If Novia Global Europe receives any outstanding dividends or distribution payments under £400 from Your previous provider which relate to a transfer in of cash, We reserve the right to return this to the previous provider. Any payment of £400 or above will be placed into the Cash Facility.

2.15.4 We accept no liability for any loss incurred as a result of a delay in Your investments being transferred by Your existing provider. Nor will We be responsible for the length of time that third parties take to complete a transfer and do not accept liability for any loss that may be due to the cash not being invested.

2.16 Death of an account holder

2.16.1 Where applicable, where there is one individual Account Holder on notification of death We will continue to hold all investments until We receive a certified copy of the death certificate and grant of probate (or equivalent) and subsequent sell instructions from the recognised personal representatives (s) of the estate. We may need independent legal confirmation of any entitlement to the proceeds of the Account. Where this is required, it will be obtained at the cost of the estate and deducted from the Account before payment is made. Payment will be made by bank transfer only. Where the Account has multiple holders and We are notified of the death of one of the holders, the Account will automatically pass to the surviving holders. We reserve the right to recoup any additional charges incurred in creation of probate documentation (or their equivalent).

3/ Termination of agreement

3.1.1 Either party may terminate this Agreement in accordance with the provisions set out in this section.

3.1.2 On closure of Your Account, all remaining investments will be sold and the proceeds, along with any remaining balance in the Cash Facility paid into Your bank account. If an investment is suspended at the time of closure, We may return the shares/units to You instead of cash. You may be liable for potential tax charges when Your Account is closed. We will not be liable for any fees, costs or expenses incurred by You in the closure.

3.1.3 We will periodically sweep Accounts to ensure any further monies received after account closure (to include but not exclusively, dividends and distributions) are issued to the relevant Account. This will be subject to both regulatory and receiving schemes limits.

3.1.4 These Terms will continue to remain in force until all transactions are complete and outstanding liabilities have been met.

3.2 Termination by You

3.2.1 You may terminate this Agreement at any time by providing us with written notice. Termination will result in the closure of your Account and the cessation of our services, subject to the settlement of any outstanding transactions, fees, or liabilities.

If any money due to You is received by Us after Your Account is closed, We will attempt to pay it to You, or, if You have transferred to another provider, to transfer the funds to them. If neither option is successful, We will hold Your funds for six years. At that time, We will try again to contact You. You retain the right to claim these funds at any time in the future.

3.3 Termination by Us

3.3.1 We may terminate this Agreement at our discretion by providing you with at least 30 calendar days' prior written notice, without the need to give a reason.

3.3.2 We may terminate this Agreement with immediate effect where it is reasonable and necessary to do so, including, but not limited to, the following circumstances:

a) where we are required to do so by law, regulation, or a court order;

b) where we have reasonable grounds to suspect financial crime, fraud, or misconduct;

c) in the event of your bankruptcy, insolvency, or similar proceedings;

d) where, in the case of a corporate entity, a liquidator or similar officer is appointed, or the entity is dissolved or removed from an official register;

e) where the balance of your Account remains below £1,000 for a period of three consecutive months or more;

f) where you assign or transfer your investments to a third party without our consent where such consent is required;

g) where you no longer meet the eligibility requirements to hold the Account due to legislative or regulatory requirements.

3.4 Effect of termination

3.4.1 We Upon termination of this Agreement:

a) your Account will be closed in accordance with Section 3 (Closure of Your Account);

b) we may cancel, refuse or delay instructions where necessary to facilitate an orderly termination;

c) you must provide instructions for the transfer or disposal of your investments; and

d) all outstanding fees, charges, and liabilities owed to us must be settled promptly.

3.4.2 If you fail to provide instructions within a reasonable period, we may take such steps as we consider appropriate to close your Account, including the liquidation of investments and return of proceeds to you, in accordance with applicable laws and regulations.

3.4.3 Under Our Safeguarding obligations, We will hold and safeguard Your assets if We lose contact with You while We make continuous efforts to reach You. You retain the right to reclaim these funds at any future time.

4/ Communicating

4.1 You to Us

4.1.1 Any communications with Us should be directed to the following addresses:

Postal:
Novia Global Europe Limited,
Archiepiskopou Kyprianou & Ayiou Andreou 1,
LOUKAIDES BUILDING,
Floor 2, Office 23,
3036 Limassol,
Cyprus

e-mail: euclientservices@novia-global.eu

or You can call Us on +357 2500 8220.

We are open from 8:00 to 17:00 CET Time.

4.1.2

4.1.3 For further information on any aspect of Novia Global Europe, the Service and investing through Us, please visit www.novia-global.eu.

4.2 Us to You

4.2.1 All Our communication with You will be in English.

4.2.2 All documentation and confirmation of transactions will be made available through Your secure login with notifications accessed when You enter Your Account. You must activate Your login and always have a valid email address registered with Us that You regularly access.

4.2.3 We do not accept any responsibility for using an e-mail address set up by Your Adviser.

4.2.4 Messages sent by e-mail over the internet cannot be guaranteed to be secure as they are subject to possible interception, loss or change. We are not responsible for the accuracy of messages sent by e-mail by You to Us.

4.2.5 Electronic communications, including email, are not guaranteed to be secure and may be intercepted, altered, corrupted, or accessed without authorisation. You accept all risks associated with the use of email, including the risk of spoofing, phishing, or unauthorised access to your email account. We accept no responsibility for any losses resulting from reliance on any communication sent to or from your registered email address.

4.2.6 Your Account will hold contract documentation with Us, trading confirmations detailing purchases and sales made and a yearly valuation statement detailing all investments held through the Service. Trading confirmations will not be issued for transactions resulting from automatic rebalancing. If You elect to receive any documentation in printed form a charge will apply; see the Charges Schedule.

4.2.7 We will not forward on any copies of fund reports/accounts, scheme particulars or meeting information to You. Should You wish to receive these You will need to ask Us to give them to You.

4.2.8 We rely and report on information supplied by reputable third parties. This information may be delayed, assumed or estimated. Whilst reasonable efforts are made to ensure the accuracy of information and valuations, We cannot guarantee that this is the case and therefore We do not accept liability resulting from errors in any such third-party information.

4.2.9 It is the responsibility of Account Holders receiving any documentation to distribute as required.

4.3 Corporate Actions

4.3.1 Corporate Actions are events that occur periodically and affect investments that You hold. These may change the investments, including but not exclusively, ownership, structure and features and may involve different options, charges or returns.

4.3.2 We will make reasonable effort to tell You about any significant corporate action that could materially affect an investment You hold through the Service. Typically, this will include notification of closure or merger.

4.3.3 We will communicate corporate actions through Our website at www.novia-global.eu which Your Adviser should check regularly for any updates. Any significant corporate actions will be e-mailed to Your Adviser. Your Adviser should consult with You if a response may be required. Any failure to give Us a new instruction is likely to lead to a default option applying.

4.3.4 We will communicate with You as soon as reasonably practicable, following and dependent on, notification from the investment manager concerned. We cannot guarantee that You will be informed, or the timescale involved.

4.3.5 We will inform You of the default position and will not exercise voting rights for any of Your investments unless You have specifically requested Us to do so and We have agreed to this request. Should You wish to exercise voting rights associated with investments You hold You must put this in writing to Us, detailing the relevant investments in full, each time You wish to do so.

4.3.6 Normally, You must allow 30 business days before the voting date to inform Us of Your wish to exercise any

voting rights. Should We receive Your instruction less than this number of days prior to the voting date We will be unable to action Your request and will return it to You.

4.3.7 We reserve the right to charge a reasonable fee to cover Our expenses in carrying out any required action and for handling any vote You decide to make (as detailed in the Charges Section).

4.3.8 Where an ETF is closed by way of merger or conversion, We will automatically switch Your units into the new fund. Where an investment is closed to new subscriptions, Your holding will remain in the investment until We receive instructions from Your Adviser to switch the holdings to a new fund. Where an investment is removed from the Service by the investment manager, a corporate action closure, or by Us, We will switch these holdings in to the Cash Facility unless You have provided alternative instructions.

4.3.9 Where an ETF is closed to new monies, known as a soft close, any instruction to purchase that investment will delay all investments from the instruction. In addition, any rebalancing instruction that includes a purchase into that investment will not be placed.

4.3.10 Investments affected by corporate actions will be unavailable for transaction during Our processing of the corporate action. This will typically take up to 7 working days prior to the effective date of the action and up to 5 working days after the effective date. During this period the investment cannot be bought, sold or switched.

4.3.11 If We ask for Your instructions on a corporate action, event or rights take up and for whatever reason (including a failure to notify Us of Your change of address), You do not reply within the time limit set then We may not be able to act on any late instructions. If We are unable to act on any late instructions received We will apply Our default option. You should be aware that, for administrative purposes and to ensure We meet the deadlines imposed by listed companies, any settlement systems or stock exchanges, it is often necessary to impose an earlier deadline on corporate actions than those set out in the listed company's documents. If in doubt You should clarify the timetable for any actions with Us.

4.4 Documentation from Novia Global Europe

4.4.1 In addition to all Our regulatory disclosures and policies that are available online via Our website, We will make all documentation available to You via Your secure login and notify You by email to Your registered email address. You must therefore ensure that You provide Us with a valid email address and activate Your access to Our system.

4.4.2 We will operate the Service in accordance with the rules and will send You and/or Your Adviser and retain such documentation as required by the rules including, but not limited to:

- Contract notes detailing investments, subscriptions and contributions and all purchases and sales made through Your Account.
- Valuation statements detailing all Investments held in Your Account and any additional information pertaining to these as per currently applicable legislation. These statements will be sent on a quarterly basis.
- Annual reports on the fees, costs and charges incurred by You using the Service.

5/ Charges

5.1 Our charges

5.1.1 As payment for providing the Service to You in accordance with these Terms, the following charges will be deducted from Your Cash Facility.

5.1.2 Other one-off servicing requests such as producing specific documentation, investigating payments and arranging special payments in or out may require a one-off fee (deducted from the Cash Facility). We will also inform You of them if You ask for a one-off servicing request. Details of them are also available in Our charging schedules.

5.2 Our Service Charge

5.2.1 The Annual Service Charge is calculated based on the cumulative value of Your investments held with Us within Your products. The charge is taken on a tiered scale dependent on the cumulative value of Your Account. The charge for each tier will apply to that portion of Your total holding; please refer to the Charges Schedules for more information. Funds that are un-cleared and incomplete transfers are not included in the calculation.

5.2.2 Where applicable, jointly held investments will be charged separately from investments held in one name. This means if You have both a joint holding and an individual holding You will pay two full Novia Global Annual Service Charges.

5.2.3 The Annual Service Charge will be taken from the Cash Facility. The charge is calculated monthly and will be deducted each month. The valuation of Your total holdings on which the charge is based is calculated on the last business day of the previous month. The Annual Service Charge will then be deducted from Your Cash Facility on or around the first business day of the month.

5.2.4 Where Your Adviser does not have terms of business with Novia Global Europe, We reserve the right to levy the Annual Service Charge with an additional charge as detailed in the Charges Schedules. This is to cover the additional costs to Us of administering Your Account without an Adviser. You should seek another Adviser who is registered with Novia Global Europe to manage Your Account. Novia Global Europe reserves the right to close Your Account after 6 months if You have not appointed a new Adviser.

5.2.5 Our Charges Schedule is available to view in full, here.

5.3 Custodian charge

5.3.1 We take a charge to contribute to Our costs and profits and to cover the cost of holding Your assets in Our nominee account. The charge is set out in the Charges Schedules.

5.3.2 The charge is calculated monthly and will be deducted each month. The valuation of Your total holdings on which the charge is based is calculated on the last business day of each month. The charge due will be deducted from Your Cash Facility on or around the first business day of the month.

5.4 Dealing and settlement costs

5.4.1 We take a dealing charge for each exchange traded investment bought or sold on Your behalf. The charge is set out in the Charges Schedules. It isn't incurred when We sell investments to top up Your Cash Facility.

5.4.2 A settlement fee applies for settling transactions in different investment types. This is detailed in the Charges Schedules.

5.5 Currency exchange charge

5.5.1 The charge for arranging a currency exchange is included in the exchange rate that You get.

5.6 Our right to vary charges

5.6.1 Our charges as detailed in this Terms and the Charges Schedules may be subject to change due to a number of circumstances. We retain the right to vary these charges where We feel it necessary and reasonable to do so. This may include, for example: to reflect market conditions and general industry practice or changes to the way in which We provide the Service; to take account of changes to the law, codes of practice or the way in which We are regulated; or to reflect any changes in the cost of providing the Services or changes to technology; or to take account of a decision by a court, ombudsman, regulator or similar body. In addition, We may replace or

appoint a new third party to act on Our behalf, or an existing third party may choose to introduce new charges or increase their existing charges. An investment manager may change its charging arrangement with Us, in a way that unless We increased charges would lead to a loss in profit.

5.6.2 We will always exercise Our right to vary these charges in a reasonable and proportionate manner and will only do so where We communicate any changes to You in advance. We will communicate any changes in Our charges to You electronically, no less than one calendar month before any changes take effect.

5.7 Investment Manager Charges

5.7.1 We negotiate discounted rates from a large number of investment managers. In many cases there will be no initial charge levied by the investment manager for buying units/shares in the investment. Where an initial charge is stated, this will be paid to the investment management group. Where such a charge is levied by the investment manager it will be debited from the Cash Facility on the day the buy instruction is processed.

5.7.2 Investments purchased through Us will usually have an Annual Management Charge (AMC). Where so applicable, this charge is levied by the investment or product provider and taken from the assets of the investment, and this is reflected in the price of the investment at which You buy or sell. For example, fund managers incur expenses involved in the day to day running of the fund. These are also reflected in the unit/share price.

5.7.3 Investment managers may in certain circumstances apply dilution levies or adjustments. This will be reflected in the contract note and the value of the transaction. When to apply dilution levies/adjustments and at what level, is entirely at the discretion of the investment manager and will generally be based on the size of the deal. For more information on dilution You should see the prospectus for the investment concerned which can be found on the investment manager's website.

5.8 Discretionary Fund Management (DFM) charges

5.8.1 Any ongoing DFM charge will be based on the value of Your Account. Percentage based ongoing charges are calculated and paid on a monthly basis. Calculations on the value of Your investments, on which the charge will be based, are taken on the last business day of each month. The charge will then be deducted according to this calculation on or around the first business day of each month. The charge may be amended or cancelled as instructed by You. The Charges Schedule gives more information.

5.9 Adviser remuneration

5.9.1 You can arrange to pay Your Adviser in a number of ways. Where You agree to pay Your Adviser a fee, this can be deducted from the Cash Facility and paid to Your Adviser by Us. Fees can be paid initially, on an ongoing basis or ad-hoc.

5.9.2 Any initial fee will be calculated by deducting the stated percentage from the investment amount placed into the Cash Facility prior to the requested investments being carried out.

5.9.3 A percentage ongoing Adviser charge would be based on the total value of Your account. Percentage based ongoing Adviser charges are calculated and paid monthly. Calculations on the value of Your investments including any Cash Facility, on which the charge will be based, are taken on the last business day of each month. The charge will then be deducted according to this calculation on or around the first business day of each month. The charge may be amended or cancelled as instructed by You.

5.9.4 An ad-hoc charge can be agreed by You and Your Adviser at any time.

All fees which You have agreed to be deducted from Your Cash Facility are transferred to Our fee account for onward payment to Your Adviser, in accordance with Our agreement with them. Once payments are made into Our fee account, they are no longer considered client money and become due to the Adviser by Us.

5.10 Banking Charges

5.10.1 Any amounts withdrawn will be subject to a handling charge levied by third parties such as the beneficiary bank and any intermediary banks used.

6/ Limitation of Liability

6.1.1 Where You receive any correspondence from Us that contains any incorrect details or We make any errors while administering Your Account, You must notify Us of any such error(s) within 30 days. Where You notify Us outside of this 30 day period, You accept and acknowledge that any compensation payable for loss suffered or sufferable will be restricted to the value of the loss within the 30 day period, and You will indemnify Us against any payment which We make pursuant to a claim in respect of any loss suffered as a result of any such discrepancy or error to the extent that such payment exceeds the value of the loss within the 30 day period in question. We will calculate any loss and ensure that Your Account is credited accordingly. We will endeavour to correct Your unit position, however where this is not possible, We will credit Your Cash Facility.

6.1.2 We are not liable for the acts and omissions of investment manager or any bank account provider.

6.1.3 We will not be liable to You for any costs, charges, expenses, taxes, levies or other liability of whatever description that have occurred or have been initiated by activity on Your Account. Any such charges will be levied to the applicable Cash Facility subject to and in accordance with applicable law, to which You hereby agree.

6.1.4 You agree to release and indemnify Us from and against any and all costs, claims, demands, losses, expenses and liabilities suffered by Us in acting in reliance upon an instruction (including any electronic instructions) given by You, Your Adviser or Your DFM (or which We, acting in good faith, believe to have been given by You, Your Adviser or Your DFM), where applicable.

6.1.5 Neither You, nor We, will be liable to the other in contract or otherwise for any indirect loss or damage. We will not pay for any losses that are not directly associated with the incident that caused You to claim (for example: loss of business, loss of data, loss of profits and third party claims), whether or not that loss or damage was foreseeable.

6.1.6 Notwithstanding the foregoing, nothing in the provisions of this section shall operate such as to limit liability for death, personal injury, negligence, wilful default, or any other liability in respect of which limitation is prevented by law from time to time.

6.1.7 Nothing in these Terms will exclude or restrict to an extent prohibit any duty or liability We may have under the regulatory system. Nothing in these Terms will exclude any obligations We may have in common law.

6.1.8 You and Us will be released from Our respective obligations in the event of a national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties rendering their performance impossible.

6.1.9 We are not liable for any loss arising from cyber-attacks, denial-of-service events, system outages, internet failures, or other events outside our reasonable control that impact access to the service or delay the execution of instructions.

7/ Complaints

7.1.1 It is easy to raise any concerns about the service by contacting Our Client Services team either in writing or by phone on the following:

Email Us at: complaints@novia-global.eu

Call Us on: +357 25010612

7.1.2 We are authorised and regulated by the Cyprus Securities and Exchange Commission and bound by its rules. We will send You details of Our complaints procedure and what You can expect when We acknowledge Your complaint or otherwise on Your request. If Your complaint is not dealt with to Your satisfaction, You should write to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service

15 Kypranoros street, 1061 Nicosia, Cyprus

Email: complaints@financialombudsman.gov.cy

Or call them: +357 22 84 89 00

8/ Client Compensation Fund Protection Scheme

8.1.1 All Client monies are held separately from Novia Global Europe in a designated Client money bank account, this account has been opened and is operated in accordance with CySEC standard practice.

You can find out more about the Investor Compensation Fund Protection Scheme here.

9/ Notices

9.1.1 Unless otherwise directed in these Terms and Conditions all notices should be sent to Novia Global Europe Client Services.

10/ About these terms and conditions

10.1.1 These Terms are governed by and construed under the laws of the Republic of Cyprus. The information contained within these Terms is based on Our understanding of current legislation.

10.1.2 They may be amended by Us from time to time in a reasonable and proportionate manner where it is necessary or prudent to do so. This may include, for example where We consider it will make these conditions easier to understand or fairer to You, to allow Us to provide an improved, more efficient or lower cost service to You, to reflect market conditions and general industry practice, to reflect any changes to the costs We face in providing the Service to You, because of changes in the way We do business, to take account of any changes to legislation, codes of practice or regulations and to take account of any decisions made by a court, ombudsman, regulator or similar body, or because of changes in technology.

10.1.3 We will only use Our discretion to vary these Terms in a reasonable manner. We will provide at least one month's prior written notice of such changes, except where the change is minor, or would result in Us being unable to comply with legal or regulatory changes. You have the right to terminate Your use of the Service at any time and should You wish to do so following variation of these Terms. Novia Global will impose no unreasonable penalties or barriers. These Terms will be superseded by any more recent versions issued.

10.1.4 Any waiving of a clause does not mean a clause is not valid.

11/ Other policies that You consent to

11.1 Client Classification

11.1.1 We will treat You as a retail client in accordance with and subject to applicable law. This classification helps determine Our policies and procedures regarding aspects such as conflicts of interest and communications. If We apply any other categorisation to You, We will let You know.

11.1.2 You agree to keep Us informed about any change that could affect Your classification. For further details and information, please refer to Our client categorization policy available here.

11.2 Conflicts of Interest

11.2.1 We operate a strict Conflicts of Interest Policy.

11.2.2 Conflicts of Interest will invariably exist for Us within the operation of Our business. We maintain operational, organisational and administrative arrangements designed to prevent conflicts of interest from occurring or giving rise to a risk of damage to the interests of Our clients.

11.2.3 In respect of the business that We conduct with You, the following summarises the measures We take to manage both potential and actual conflicts:

- Our employees are required to act in the best interests of each individual client and not to have regard to the interests of one client or Novia Global, over the interests of any other.
- We operate a policy of supervision of persons whose principal role is to carry out transactions or provide services to clients whose interests may conflict with each other, or with the interests of Our firm.
- We operate measures to manage and monitor the duties of any persons who may exercise influence over the way in which another person carries out services and activities, where such involvement may impair the proper management of conflicts of interest.
- We operate procedures to prevent or control the exchange of information between persons engaged in activities involving a risk of a conflict of interest.
- We do not allow the remuneration of persons engaged in one activity to be linked to the remuneration of different persons engaged in another activity, where a conflict of interest may arise in relation to those activities.
- We ensure client orders are carried out sequentially and promptly unless the order itself or prevailing market conditions make this impracticable.

11.2.4 We will take all reasonable steps to identify where a conflict of interest has arisen and notify You where such a conflict results in a material risk to Your interests. Where We believe We are unable to mitigate or manage conflicts of interest, We will disclose such facts to You or decline to act for You.

11.2.5 A copy of Our Conflicts of Interest Policy is available on our website.

11.3 Data Protection

11.3.1 Novia is a Data Controller, as defined in and authorised under the Data Protection Law to maintain and store Your personal data and a Data Processor in respect of the personal data You supply to Us (e.g. those of Your clients). Your Adviser or their firm, Your DFM or any other Third Party You have appointed, may also be Data Controllers and they will be separately responsible for disclosing the legal basis for processing Your data.

11.3.2 We may obtain data from You or Your Adviser in the course of providing Our Services. We may monitor, record, store and use any telephone, email or other communication with You. Any new data You provide may be used to update an existing record We hold for You.

11.3.3 We need to use Your data to enable Us to provide the Service, to manage and administer Your Account and for other purposes as set out in Our privacy policy available on Our website and as previously disclosed to You. We will only use Your personal data for these purposes, and We will not sell or trade Your data. We will keep Your data confidential, and We will only disclose it: .

- to Our group companies, partners, suppliers and sub-contractors including with whom We deal in the operation and management of the Service
- to people acting as Our agents in providing Our Service;
- to Your Adviser, DFM or any other third party which You appoint;
- to others who perform tasks for Us to enable Your Adviser to service Your Account; or
- to governmental, judicial or regulatory bodies and other parties as required by law.

For further details and information, please refer to Our privacy policy available here

11.3.4 You are responsible for maintaining the security of any documentation, statements, or personal data that You download, store, print, forward, or otherwise process outside the service. We accept no liability for data breaches or losses arising from Your storage methods, devices, email providers, cloud storage, or disposal practices.

12/ Order execution

12.1.1 We maintain a best execution (or order) policy to help ensure We take reasonable steps to obtain the best possible result when executing orders. All instructions received by Us will be dealt with in the order they are received and carried out in accordance with this policy to ensure they are treated in a fair and consistent manner.

12.1.2 We monitor dealing instructions at regular intervals to ensure they are carried out in accordance with the policy. We also review the policy's effectiveness each year and will let You know if We make any significant changes to it.

12.1.3 When You trade with Us, trading will be considered to be Your consent to this policy.

12.1.4 These terms and conditions contain further information about the way We handle transactions in the Transactions section.

12.1.5 Acting reasonably, We may delay or suspend the transmission of any trading instruction where an event, act or circumstance outside Our reasonable control affects Our ability to act on the trading instruction in accordance with the best interests of Our clients or in accordance with applicable law and regulation (for example, market disruption).

12.1.6 For further details and information, please refer to Our order execution policy available here.

12.2 Our trading agent

12.2.1 All trading instructions are sent to Pershing Securities International Limited who We have contracted with to provide trading and settlement services.

12.2.2 For collective investments, Pershing Securities International Limited will route dealing instructions to the appropriate fund manager for execution at the next available valuation point for that particular fund.

12.3 Aggregation

12.3.1 Where other relevant trades are taking place, We aggregate deals in collection investemnts and exchange traded funds.

12.3.2 All valid instructions will be aggregated in the same asset level on the same valuation point, for purchase or sale by unit or purchase or sale by value. We do not carry out net dealing.

12.3.3 Where a deal is unable to be placed, it will be carried over to the next available valuation point until it is determined that the deal is unlikely to be placed, at which point the instruction will be cancelled and You will be informed.

12.3.4 Aggregation can generally benefit Our clients by:

- Reducing the overall cost of dealing administration
- Sharing dealing fees *
- Reducing the overall cost of custody
- Allowing clients to purchase an investment below the investment's minimum purchase requirements
- Allowing client holdings below the minimum holding requirement**
- Disaggregation of a deal may result in a fractional increase in units allocated which might not happen if dealing directly with the fund manager.

*these only apply to the broker commission and settlement fee linked to an ETF or Equity trade.

** these do not apply to ETF or Equity trades

12.3.5 However, there are circumstances where aggregation may be a disadvantage:

- Additional explicit charges (for example, a dilution levy) might apply
- Delaying part of the deal until a later valuation point
- Disaggregation where a fund manager rounds down may result in a very small decrease in units (typically only worth a few pence)

12.3.6 If any of these circumstances occur, charges will only be applied in line with these Terms and assets or proceeds will not be allocated until the whole deal has completed.

12.4 Execution factors

12.4.1 When executing an instruction on Your behalf, the following factors will be considered:

- Price
- Cost
- Speed of execution
- Likelihood of execution and settlement
- The nature of the order and the investment/instrument being ordered
- Order size
- Venue
- Any other criteria relevant to the execution of the order

12.4.2 Our Trading Agents have access to a number of execution venues for the purpose of trading, price referencing or trade reporting and are responsible for selecting the appropriate execution venue for any deal. When selecting a venue, they consider the price offered, the amount of any commission and other Charges incurred by the client, the venue's ability to manage the order and the reliability of its settlement and clearing features, the creditworthiness of the venue, the speed of execution, the quality of regulation and any other venue characteristics relevant to the execution of the order.

12.5 Trading Arrangements for different types of investment

12.5.1 For orders in UK equities where there is sufficient depth on the relevant exchange order book or the market maker quote size in the relevant market is sufficient they will either reference the volume weighted average price or, in a quote driven market, the order's price and size to their published quotes on the relevant execution venues.

12.5.2 For orders in European equities, they will reference its price to the home market price and where possible, the relevant multi-lateral trading facility order book. Where orders involve elements like home market or non-standard settlement and/or foreign exchange, they will be reflected accordingly.

12.5.3 For orders in US equities, they will reference its price to the home market price where possible. Where orders involve elements like home market or non-standard settlement and/or foreign exchange, they will be reflected accordingly.

12.5.4 Depending on the time an order is placed, there may not be a home market price to reference to. Such periods will be classed as out of hours trading and their house price will be used.

12.5.5 For small orders in bonds and gilts, Our Trading Agents will use automated execution technology to source the best price from a range of dealers. Larger orders may have to be dealt with manually to identify current traders in the security. If liquidity is available and a price comparison made for the size of trade concerned, they will route the order to the counterparty which gives the most competitive overall pricing.