

VINCO WEALTH MANAGEMENT LTD - TERMS OF BUSINESS

June 2019

(for Advisory and Execution Only clients)

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AGREEMENT TO TERMS OF BUSINESS

1. Introduction

These Terms of Business set out the terms under which we provide advisory and execution only brokerage services. They replace all earlier Terms of Business.

Please read them carefully and ask us to explain any points not clear to you. These Terms of Business constitute the formation of a contract between you and Vinco Wealth Management Ltd.

Vinco Wealth Management Ltd (FCA No.770606) is authorised and regulated by the Financial Conduct Authority. Vinco Wealth Management Ltd: registered office: Highview House, 1st Floor, Tattenham Crescent, Epsom Downs, KT18 5QJ.

These Terms of Business will come into effect on the date that we receive your correctly completed application form and confirm to you that your application and identification documents are acceptable. Other services are available and are subject to additional Terms of Business. Vinco Wealth Management Ltd will communicate with clients and deal with all enquiries in English.

2. Definitions and Interpretation

In these Terms of Business, the following words and phrases have the following meanings:-

Business Day

Any day on which commercial banks are generally open for business in London other than Saturday, Sunday or a public holiday in the United Kingdom.

Contingent Liability Transaction (such as CFDs)

This means that a payment of further sums of money above your initial deposit may be required where the position moves against you.

FCA Rules

Means the rules established by the FCA pursuant to its rule making powers under the Financial Services Market Act 2000 (FSMA), which includes the rules of the FCA handbook.

Clearing House

A company through which transactions on an exchange may be cleared.

Data Protection Legislation

means any and all applicable law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"Data Processor", "Data Controller", Personal Data", "Data Subject", "Personal Data Breach", "Supervisory Authority", "Process/Processing/Processed"

shall have the same meaning as in the GDPR.

Debenture

The investment, specified in article 77 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (Instruments creating or acknowledging indebtedness), which is in summary: any of the following which are not government and public securities:

- (a) debentures;
- (b) debenture stock;
- (c) loan stock
- (d) bonds;
- (e) certificates of deposit;
- (f) any other instrument creating or acknowledging indebtedness.

Debt Instrument

Debentures, debenture stock, loan stock, bonds, certificates of deposit or any other instrument creating or acknowledging indebtedness.

Exchange

A regulated market or designated investment exchange

Execution-only transaction

A transaction executed by a firm upon the specific instructions of a client where the firm does not give advice on investments relating to the merits of the transaction.

Financial Ombudsman Service

The scheme provided under Part XVI of the Act (The Ombudsman Scheme) under which certain disputes may be resolved quickly and with minimum formality by an independent and impartial person

Nominee Company

A body corporate whose business consists solely of acting as a nominee holder of investments or other property.

Retail Client

A client who is entitled to maximum regulatory protection and is not a professional client or an eligible counterparty, including:

- (a) an individual who is not a firm
- (b) an overseas individual who is not an overseas financial services institution

Safe Custody Investment

A designated investment, which is not the property of the firm, but for which the firm, or any nominee company controlled by the firm or by its associate, is accountable; which has been paid for in full by the client and which ceases to be a safe custody investment when the firm has disposed of it in accordance with a valid instruction.

Settlement Agent

A person with or through whom the firm effects settlement of UK settled or foreign-settled transactions.

Share

The investment specified in article 76 of the Regulated Activities Order (Shares etc), which is in summary: a share or stock in the share capital of:

- (a) any body corporate (wherever incorporated);
- (b) any unincorporated body constituted under the law of a country or territory outside the United Kingdom

Stabilisation

Any purchase or offer to purchase relevant securities, or any transaction in associated instruments equivalent thereto, by investment firms or credit institutions, which is undertaken in the context of a significant distribution of such relevant securities exclusively for supporting the market price of these relevant securities for a predetermined period of time, due to a selling pressure in such securities.

Terms of Business

A statement in a durable medium of the Terms of Business on which a firm will carry on a regulated activity with or for a client.

3. Client Categorisation

Following the implementation of the Markets in Financial Instruments Directive (MiFID) in the UK and which came in to effect on 1 November 2007, we are required by the Financial Conduct Authority (FCA) to classify our clients into one of three categories – Retail Client, Professional Client or Eligible Counterparty.

The highest level of responsibilities on the firm and protections are offered to the Retail Client category. We will inform you of your client categorisation at the time of accepting you as a client. If you are classified as an elective Professional, you will be asked to confirm this status in writing prior to acceptance as a client.

3.1 Summary of protections not given to Professional Investors:

1. Disclosures

The Firm will give you less disclosure with regard to itself and its services (for example, on fees and charges) information on the nature of its reporting to you; information concerning the safeguarding of my investments or money held by it.

2. Appropriateness

As a Professional Client, the Firm will be entitled to assume that you have the necessary level of experience and knowledge to understand the risks involved in relation to any investment, product or transaction.

3. Best Execution

Where the Firm executes orders, it does so in accordance with its Best Execution Policy, as amended from time to time. We will review our execution arrangements regularly, at least annually with the aim of ensuring that they are providing the best outcome for all our clients. The factors we will take into account in obtaining the best possible result are those for a Professional Client which may differ to those for a Retail Client and may not include merely reference to total consideration for the transaction.

4. Client Order Handling

The Firm is not required to inform you of material difficulties relevant to the proper carrying out of your order promptly upon becoming aware of the difficulty.

5. Periodic Statements

In respect of the requirement to provide periodic statements (where applicable), the Firm is required to provide them every 6 months for a Professional Client, whereas a Retail Client has the right to a periodic statement every month.

6. Complaints

Generally, only Retail Clients that are private individuals and small companies are entitled to access the Financial Ombudsman Service.

7. Investor Compensation

Where you are a Professional Client, you will not be entitled to compensation under the Financial Services Compensation Scheme.

Unless we otherwise agree in writing, we shall treat you alone as our client for the purposes of the FCA Rules and you will be liable as such. You agree that no other person (whether disclosed or not) shall be our client nor have any rights hereunder, unless we expressly agree otherwise.

If you are acting as agent for another person, we will treat you as our customer for the purposes of FCA rules and you will be liable to that person for your transactions.

You have the right to request a different categorisation. A Professional Client or Eligible Counterparty have the right to request reclassification should they wish to opt-down to be treated as a Retail Client, either generally or for certain transactions.

However, we would need to agree to the variation in writing prior to any opt-down.

4. The Services We Will Provide

- 4.1 If you are designated as an execution-only client or if you have not supplied us with sufficient information (either orally or in writing) about your investment objectives, financial circumstances and the degree of risk you are prepared to accept or when, even though you have previously supplied us with information, we may reasonably believe that you are not expecting us to advise you about the merits of a particular transaction, then we will not make any personal or product investment recommendations. Nothing in our literature or in these Terms of Business should be treated as a solicitation or recommendation to buy, sell or maintain any product. If you are an execution-only client, we will action your instructions on an “execution- only” basis. This means that we are only able to act on the instructions that you provide. We cannot give you advice about what instructions you should give us. You are responsible for the investment decisions that you make when you engage our services as an execution-only customer. We do not accept responsibility on a continuing basis for advising you on the composition of your portfolio.
- 4.2 If you are designated as an advisory client we will provide you with advice as to the merits of any particular investment based on the information supplied by you in our account opening form pertaining to your individual circumstances, requirements and objectives, but the responsibility for any final investment decision always remains with you. It remains your sole responsibility to inform us in writing any changes to your individual circumstances, requirements and objectives. We may provide you with investment advice on your request. Information supplied by you, via our application form, should be updated as necessary before we give you advice on a particular transaction and recommend it as suitable for you. If you do not inform us of any investment or types of investments, which you do not wish us to recommend or purchase for you, we may recommend to you any investment. However, under the rules of the FCA, we may recommend to you any investments which we have reasonable grounds for believing are suitable for you.
- 4.3 In respect of all types of client (execution-only and advisory), we may arrange transactions on your behalf in the following investments:
- (a) Shares in British or foreign companies;
 - (b) Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments including government, public agency, municipal and corporate issues
 - (c) Warrants to subscribe for investments falling within (a) or (b) above;
 - (d) Receipts or other types of instruments relating to investments falling within (a), (b) or (c) above.
 - (e) Options on investments falling within (a), (b) or (c) including options on an option;
 - (f) Futures on investments falling within (a), (b) or (c) above;
 - (g) Spread bets;
 - (h) Contract for differences; and
 - (i) Investments, which are similar or related to any of these investments.
- 4.4 We may undertake transactions for advisory clients on an execution only basis if you request us to do so. In relation to shares there will be no further information required and we will carry out your instruction without providing advice. For complex products such as derivatives and warrants we may request additional information from you to assess if the product is suitable, and should you choose not to provide this information we cannot guarantee that the investment will be suitable for your needs.
- 4.5 Before we provide services in relation to warrants, you will be required to enter into a separate written agreement with us, outlining certain risk disclosure statements and confirming that such an investment is appropriate in relation to your experience and expertise.
- 4.6 We may arrange the aggregation of orders, which may, or may not, result in a more favourable price being obtained. We will only arrange this aggregation of your orders with other orders where

we reasonably believe that doing so is in your best interests.

- 4.7 The Services will be provided in respect of investments traded on the Official List of the London Stock Exchange, the Alternative Investment Market, Irish Stock Exchange, Stoxx, NYSE, Nasdaq or such other recognised investment exchange or unquoted securities which we may agree with you from time to time.

We place significant reliance on the London Stock Exchange as a venue. We may remove venues as we deem appropriate and at our discretion. In completing a client application to open an account, you are giving explicit consent to this.

- 4.8 Once accepted by us, your order is irrevocable, unless prior to execution at a particular order, you receive confirmation from us of any amendment or cancellation of your order. We will provide best execution as required by the FCA rules and set out in our Best Execution Policy, a copy of which is available to view and download on our website (See clause 5 below).
- 4.9 All contract notes, confirmations, and other notices or communications under these Terms of Business will be either made available to you through your on-line account; or emailed to you; or dispatched or transmitted to you at the address shown in our records and shall be conclusive and binding on you. If you believe that there is an error or other problem with any order confirmation then you should immediately bring this to the attention of Vinco Wealth Management Ltd.
- 4.10 Vinco Wealth Management Ltd, an associate or our respective employees may communicate an unsolicited real time communication to you where Vinco Wealth Management Ltd consider this to be appropriate in order to manage the service we provide to you. You agree that we may make such a communication.
- 4.11 Deal quotations are available on request. You acknowledge that the market price may have changed between the time at our giving a quotation and the execution of your instructions.
- 4.12 When we accept your order, we will use reasonable endeavours to carry it out. However, we will not be liable for any loss or expense which you incur if we are unable to carry out an order for any reason (other than our negligence) or there is a delay or change in market conditions before the transaction is completed.
- 4.13 Where there is more than one person who is party to a joint account under these Terms of Business any instruction, notice, demand, acknowledgement or request may be given by any one of you, and any such communication will be treated as binding on the other(s). If you give us conflicting instructions, we will not have to act on them, Any notice given by us under these Terms of Business to any participant in a joint account will be deemed to be notice to each person interested in the account, If you are a party to a joint account your liability will be joint and several, On the death if an individual) or dissolution (if applicable) of any one of you, we may treat the survivor(s) as the only person(s) entitled to your money and investments.

5. Potential Conflict of Interest

- 5.1 We are required to have arrangements in place to identify and manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict. Our Conflicts of Interest Policy is available to view or download on our website.

<https://www.vincowealth.co.uk/conflicts-of-interest-policy-summary/>

- 5.2 We are not obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but which does not come to the actual notice of the individual or individuals dealing with you.

- 5.3 You accept that we may (i) have interests which conflict with your interests or (ii) owe duties which conflict with duties which would otherwise be owed to you, and you consent to our acting in any manner which we consider appropriate in handling conflict in such cases subject to FCA rules and regulations.
- 5.4 Except as required by the FCA Rules, we shall not be liable to account to you for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions or to disclose the same or the identity of any other client or counterparty involved in such transactions, nor will our fees, unless otherwise provided, be abated.

6. Best Execution

- 6.1 We have a duty to provide Best execution for you and we will take all reasonable steps to achieve this taking into account the execution factors. The factors we will consider are those which will allow us to obtain the best possible result in terms of total consideration (price and costs of execution) in accordance with the Rules of the FCA. In order to obtain the best outcome for you we will use the best trading venue from the list of venues we have elected to use. We will add or delete Venues in accordance with our obligation to provide you with the best possible outcome.

Our Order Execution Policy and a list of Execution Venues can be obtained on request or by accessing them at <https://www.vincowealth.co.uk/order-execution-policy/>

- 6.2 Should you provide specific execution instructions to us, this may prevent us from taking the steps that are necessary to achieve the best possible result in respect of the order to which the instructions relate.

7. Risk Warnings – General

- 7.1 Retail Clients are afforded greater protections under these rules than other Clients and you should be aware of your rights of access to the Financial Ombudsman Service and cover available under the Financial Services Compensation Scheme. Please remember that the price or values of investments can go down as well as up. You may not get back the amount invested, the use of leveraged products can result in loss greater than the sum invested. Past performance is not necessarily a guide for future performance.
- 7.2 Foreign markets will involve different risks from the UK markets. In some cases the risks will be greater. On request, Vincow Wealth Management Ltd will provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which we will accept liability for any default of a foreign firm through whom we deal. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.
- 7.3 We may enter into transactions on your behalf in non-readily realisable investments (investments in which the market is limited or could become limited). Non-readily realisable investments can be difficult to deal in and it can become difficult to determine a proper market price for them. Please inform us on the Account Opening Form if you do not wish us to buy such investments for you.
- 7.4 There is an extra risk of losing money when shares are bought in some smaller companies including penny shares. There is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up.
- 7.5 Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the specific price.

- 7.6 On many exchanges, the performance of a transaction by your firm (or third party with whom he is dealing on your behalf) is guaranteed by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to protect you, the customer, and may not protect you if your firm or another party defaults on its duty to you. On request, your firm must explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments, which are not traded under the rules of a recognised or designated investment exchange.
- 7.7 In the event of Vinco Wealth Management Ltd's insolvency or default, or that of any other brokers involved with your transaction, this may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payments in cash. On request, Vinco Wealth Management Ltd must provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.
- 7.8 If Vinco Wealth Management Ltd trades in Alternative Investment Market (AIM) or another small cap market listed shares, all of which may carry a higher degree of risk than London Stock Exchange listed shares, there is always the possibility of losing the capital sum invested and you acknowledge that you are investing money or assets that you can afford to lose. These investments may not be suitable for everyone and if you have any doubt regarding suitability please contact your regular investment adviser. It is more difficult to buy and sell shares in small companies and it may not always be possible to deal. Market Makers operate with a wide spread between buying and selling prices for small companies and this spread and fluctuations in the share price may mean that you do not get back the full amount invested. AIM and small cap markets are designed primarily for emerging or smaller companies. The AIM is less demanding than those of the Official List of the London Stock Exchange. The past is not necessarily a guide to future performance.

8. Securities Subject to Stabilisation

- 8.1 This statement complies with FCA rules. Vinco Wealth Management Ltd may from time to time carry out transactions in securities on your behalf, where the price may have been influenced by measures taken to stabilise it. You should read the following explanation carefully.
- 8.2 Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found. Stabilisation will be carried out by a stabilisation manager" (normally the firm responsible for bringing a new issue to the market). As long as the stabilisation manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions, which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.
- 8.3 The Stabilisation Rules limit the period when a stabilising manager may subsidise a new issue; fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and require him to disclose that he may be stabilising but not that he is actually doing so. The fact that a new issue or a related security is being stabilised should not be taken as an indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.

9 Charges, Equities and Payments for Transactions

- 9.1 Our charges will be in accordance with our published rates in effect at the time the charges are incurred. A copy of our rates and performance, commission and service fees may be agreed, and where applicable will be documented within the Client Engagement Letter or otherwise published or provided to you from time to time.

Trading Commission and Fees

We will agree with you the basis of all charges before any investment activity begins; this will be documented in the Client Engagement Letter which we will send you when your account is opened. We will also send a revised Client Engagement Letter after any material change to your investment objectives which is agreed during the course of our relationship. We will ask you to confirm your agreement with these Client Engagement Letters.

Account Opening and Administration

Any costs associated with the establishment of your investment strategy and opening of your account will be discussed and agreed with you at the time. We may also charge an administration fee in relation to the opening of new accounts, as follows:

- Accounts with assets of less than £20,000: initial administration fee of £200 + VAT
- Accounts with assets in excess of £20,000: no initial administration fees

Other performance and service fees may be agreed, and where applicable will be documented within the Client Engagement Letter.

An additional spread will be added to all index and currency trades, please check with your broker in advance. You agree that we can deduct these charges from your account.

- 9.2 In addition to our charges you will be responsible for payment of: any stamp and other duties, taxes of whatsoever nature, impositions and fiscal charges (in each case wherever in the world imposed), brokerage clearing and settlement fees, transfer fees, registration fees and all other liabilities, charges, costs and expenses payable or incurred by us on your behalf: and if any applicable value added tax or similar charge.
- 9.3 We may impose certain additional charges as set out in our published rates which you shall be liable for in the event that you fail to comply with your obligations under these Terms of Business. In particular, if you default in paying any amount when due, interest will be payable by you at the rate specified in our published rates, and in addition you will be charged for each letter concerning your breach of your obligation. You may be subject to separate and additional charges which may form parts of the Terms of Business of a product provider with whom you enter into an agreement via your relationship with Vinco Wealth management Limited. You should consult the relevant provider agreements for further details.
- 9.4 If we should enter into a transaction on your behalf using the London Stock Exchange SETS trading system or any other trading system which imposes any liability on us (in whatever capacity) we reserve the right to make additional charges to reflect the additional risk we are incurring including (without limitation) a mark-up or mark-down on the price of the investment concerned (that is at a premium or discount to the amount at which we will actually purchase or sell the investment concerned). Should we do so you will be notified at the time and details of any additional charges will be shown on the contract note issued to you.
- 9.5 In addition to paying any commission and charges due to us you will reimburse us for any costs and expenses which we may incur which are directly attributable to you. These charges may include (without limitation) the costs of providing information to third parties (such as your accountants or auditors), valuations, or our involvement in legal proceedings brought against you. You will indemnify us for all charges, costs and expenses hereunder, including any required to recover payment of sums due as a debt under this clause 9.
- 9.6 All sums due to us including commissions, fees, dividends, market claims, charges, expenses and related taxes as applicable will be debited from your Account without notice to you, unless otherwise agreed by us in writing.
- 9.7 Where you owe us money we reserve the right to sell or realise any investment which we are holding (or are entitled to receive) on your behalf without liability in order to meet any liabilities which you may have incurred with us including any fees or charges. We will use reasonable efforts to contact you in order that you might make alternative arrangements before we take any such action or specify which investments you would prefer us to sell. However, we may not give advance notice to you if we consider that it is necessary or appropriate to act quickly to reduce your indebtedness to us, in which case we will contact you promptly after we have sold or realised any investment to explain what action we have taken. Any monies still outstanding will remain your responsibility.

10 Your Assets

- 10.1 Vinco Wealth Management Ltd does not hold client assets or money. Client Assets or money will be held by authorised providers to whom you are introduced by Vinco. Vinco Wealth Management Ltd's Terms of Business should be read in conjunction with our service partner's general business terms, which are supplied by them.
- 10.2 Any balances due to you which are unclaimed by you on an account which has not been active for six years will cease to be Client Assets and will be retained by us. We will take reasonable steps to locate you and give you at least 28 days' notice should we intend to exercise these rights and should we do so we undertake to make good any valid claim that may be subsequently made against any balances we have retained in this way.
- 10.3 CFDs / Equities (Advising) We will send you a statement about your funds and investments at least quarterly for Equities and monthly for CFDs. This will be based upon the mid-price of the investments held at the specified date. You may obtain an up to date statement at any time, Account statements are provided online by the service providers.
- 10.4 We will be entitled to set off any amount due to you against any amount due to us, paying you or you paying us the resultant net balance.

11 Instructions

- 11.1 You agree to check all the documentation that we send to you in relation to your instructions. If there are any errors, you must let us know immediately. If we notice that there is an error in the documentation that we have sent to you in relation to your instructions, we will re-issue correct documentation immediately. You agree to return the original incorrect documentation to us and to repay any overpayments.
- 11.2 If you fail to comply with 11.1 you may be committing a criminal offence. We will charge you interest on the overpayment and we will have the right to purchase replacement investments. You will pay for the investments and any costs.
- 11.3 If we are negligent and we fail to accurately carry out your instruction, we will ask you to choose one of the following options in 11.4 or 11.5 (as appropriate).
- 11.4 Instructions to buy an investment. We will either:-
- (i) buy investments to put you in the position that you would have been in if we had carried out your instructions correctly, or
 - (ii) pay you the difference between the price that should have been paid for the investment and the price that you actually paid.
- 11.5 Instruction to sell an investment. We will pay you the difference between the price that you obtained on the sale and the price that you should have obtained if we had carried out your instruction correctly.
- 11.6 You must take all reasonable steps to ensure the security of your account.
- 11.7 We cannot sell investments for you unless you have the right to sell them. In giving us an instruction to sell an investment you are confirming that you own or have the right to sell that investment.
- 11.8 We may rely on and treat as binding any instruction, which we have accepted in good faith, and which we believe to be from you or someone entitled to instruct us on your behalf.
- 11.9 We may accept instructions from you verbally or in writing. However, we may, entirely at our discretion, require any instructions given verbally to be confirmed in writing. In the case of a joint account we shall require only one of the account holder's instructions prior to proceeding.

- 11.10 We may entirely at our own discretion accept limit orders from you.
- 11.11 We may acknowledge your instructions verbally or in writing (i.e. by post or email). Instructions may only be given during applicable market hours on Business Days. Any validly- submitted instructions received by us outside these hours will be processed on the following Business Day.
- 11.12 We will assume you have received a communication from us 2 days after we post it to you by 1st class post, 5 days after we post it to by 2nd class post, immediately if sent by fax or when it is received by your internet service provider if sent to you by email.
- 11.13 Vinco Wealth Management Ltd reserves the right at any time to:
- (i) refuse any instructions:
 - (ii) limit the size or value of any instruction:
 - (iii) impose any/or vary any dealing limit; and/or
 - (iv) seek additional clarification or verification of instructions where Vinco Wealth Management Ltd believe these are unclear. In particular, where investments are held in the name of another person, we may not act on your instructions until we have received satisfactory proof of your authority to deal for that other person.
- 11.14 You must send us any dividends or other benefits which you receive but are not entitled to immediately, we will then send them to the person who is entitled to them.
- 11.15 You will not be held responsible for deals placed using your account code if they have been placed after you have notified us of the loss, unauthorised use or disclosure of your details. Such notification must be in writing.
- 11.16 You agree to let us know immediately if you;
- (i) Lose or disclose your account code, it is stolen or if you find out that someone has used your account code without permission.
 - (ii) Do not receive confirmation by post we have carried out your dealing instructions within three business days of receiving them
 - (iii) Receive confirmation of a deal which you did not place.

12 Settlement

- 12.1 Confirmation of transactions and settlement will be supplied directly by the service providers with whom your transactions are executed, in accordance with their business terms.
- 12.2 In every case you are obliged to make available cleared funds to settle purchases on or before the settlement date, or if you are selling investments, to deliver to us the investments being sold at least two business days prior to the settlement date. Failure to fulfil your obligation may result in further charges as detailed in our published rates, and/or sale of securities held by you with us to cover costs and/or the purchase at your cost of stock to fill delivery.
- 12.3 All transactions are undertaken with the object of actual settlement. We reserve the right not to settle transactions or accounts with you unless and until we have received all necessary documents or money.
- 12.4 Please note that should you fail to comply with your settlement obligations we may exercise all or any of the rights we reserve to apply the additional charges referred to in 9.3 above.

13 Data Protection and Disclosure of Information

13.1 Each party shall comply with the Data Protection Legislation.

13.2 For the purpose of data protection legislation, as amended from time to time, you agree that we, and any successor firm, may process personal data relating to you in carrying out our duties under these Terms of Business and any other services that we provide to you at your request under these Terms of this Business. We may be required to provide your personal data to third parties, including counterparties, custodians and credit checking agencies in order to fulfil our obligations under these Terms of Business.

We have certain responsibilities under FCA rules to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. You confirm that all information you supply to us either directly or indirectly will be accurate. You consent to us processing such information, as we consider necessary in order to provide the services set out in these Terms of Business and to comply with any reporting requirements, which shall include, without limitation, the following processing activities:

- (i) communicating with you or your trustees, owners, officers, employees by whatever means in relation to the services;
- (ii) processing your identification details in order to identify you;
- (iii) carrying out checks as appropriate in respect of anti-money laundering, terrorism and anti-fraud obligations, including communicating with third party credit reference agencies (who may record the search) and fraud prevention agencies;
- (iv) carrying out appropriate risk assessments;
- (v) administering your account or purposes ancillary thereto;
- (vi) in order to comply with our legal, regulatory and compliance duties; and
- (vii) to record and monitor telephone communications

and in doing so we shall be acting as Data Controller.

13.4 By signing the Account Opening Form, you consent to your personal information being used in the above manner. For further information on how we will handle your personal data, please refer to Vinco Wealth Management's Privacy Policy, at [Vinco Privacy Policy](#).*

13.5 The information we hold about you is confidential and will not be used for any purpose except as stated in these Terms of Business. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or is provided to us by a third party through legitimate means.

13.6 By agreeing to these Terms of Business, you will be consenting to the transfer of your data outside of the EU/EEA in accordance with the Vinco Privacy Policy.

13.7 We may contact you by telephone, post, email or SMS about our products and services which we believe may interest you. You will be entitled to tell us to stop any marketing and we shall do so in accordance with the Vinco Privacy Policy

13.8 Subject to compliance with Data Protection Legislation and applicable law you agree we may record all telephone calls. These recordings shall remain our sole property and you agree that they may be submitted to a competent court or equivalent as evidence should a dispute arise.

13.9 In accordance with the legal and regulatory requirements, we will retain your records, including of telephone calls, for a minimum period of six years following the termination of any relationship between us. This period may be extended by force of law, regulatory requirement or agreement between the parties.

13.10 You explicitly agree to Vinco Wealth Management Ltd and/or any successor firm having access to your details which are held by a service provider. This agreement to access covers specifically data held by providers who hold your assets in custody for the purposes of your relationship with Vinco, and any third party with whom Vinco operates a formal relationship to support the same business activities. Access is restricted to the period during which there is or was, for historic data, a client relationship between you and Vinco Wealth Management Ltd,

Upon signing the application to become a client of Vinco Wealth Management Ltd, you agree that Vinco Wealth Management Ltd will at all times have access to this data and you mandate Vinco Wealth Management Ltd or its successors to approach the holder of such data, for such data and explicitly agree to its release to Vinco Wealth Management Ltd or its successors.

14 Complaints

- 14.1 If you have any complaints related to Vinco Wealth Management Ltd's performance under this agreement, you should direct that complaint to Vinco Wealth Management, who will investigate the nature of the complaint in accordance with our complaints handling procedure.
- 14.2 All complaints should be directed in the first instance to Mark Vincent, Compliance Officer of Vinco Wealth Management, using any of the following contact details:

Mark Vincent
Vinco Wealth Management
County House
St. Mary's Street
Worcester
WR1 1HB

Email: compliance@vincowealth.co.uk

Telephone: 020 7412 8907

Complaints can be verbal or in writing.

We will endeavour to resolve your complaint as quickly as possible, but in any event we will acknowledge receipt of your letter within five business days. The acknowledgement will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If, for any reason, you are dissatisfied with our final response or any delays in responding, you have the option of referring your complaint to the Financial Ombudsman Service.

Financial Ombudsman contact details are as follow:

T: 0800 023 456

E: Compliant.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

Address: Exchange Tower, Harbour Exchange, London, E14 9SR

15 Compensation

We participate in the Financial Services Compensation Scheme. Compensation may be available from that scheme if we cannot meet our obligations to you. This depends on whether you are an "eligible claimant", the type of business and the circumstances of the claim. Further details of the Scheme are available on request or at the Scheme's official website at www.fscs.org.uk.

16 Amendments to the Terms of Business

We reserve the right to alter these Terms of Business at any time. Alterations may be made to make it fairer to you, more easily understandable, correct a mistake, cover a development in the service, reflect a change in market conditions or practice, reflect a change in the law or regulation or any code or application of practice, reflect a change in technology, ensure good management or competitiveness of our business or for any other reason that we may deem to be valid. You are deemed to have consented to any alteration that may be effected to these Terms of Business if we do not receive notification otherwise from you, in writing, within 20 business days the changes were notified to you and their coming into effect. Where you do not consent to any change in these Terms of Business, including but not limited to the increase in our fees and charges, you will have the right to terminate this agreement in accordance with Clause 18.1.

17 Liability

17.1 Unless caused by our fraud, wilful default or negligence, we will not be liable for any loss suffered by you in connection with these Terms; this includes any direct loss of profits, expenses, claims or damages which arise in consequence of any breach of these Terms of Business by us. Nor shall we be responsible or liable for the tax consequences of any transaction which we may effect for you.

You have sole responsibility for the management of your tax and legal affairs including all applicable tax filings and payments and for complying with all applicable laws and regulations. We have not provided and will not provide you with tax or legal advice and we recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances.

17.2 Under no circumstances whatsoever shall we be responsible or liable for any claim, loss, damage, howsoever suffered arising in consequences of any breach, failure to perform or delay in performing any of our obligations to you including:

- (i) any matter outside our reasonable control (including force majeure, the failure or defective operation of any computer or related systems or failure of any third party to provide services to which these terms relate
- (ii) any breakdown in communications whether between us and you or between us and any exchange or intermediate broker or other third party through whom we are dealing on your behalf; and
- (iii) anything done or omitted to be done by us in the performance or the failure or delay in performance of any of our obligations arising from the absence or inaccuracy of any information provided to us by you or on your behalf or any exchange, intermediate broker or other third party through whom we are dealing on your behalf.

17.3 We shall have no liability for the acts or omissions of any third party providing services in connection with these Terms of Business where we have notified you of that third party's identity.

17.4 Nothing in these Terms of Business excludes or restricts any obligation we have to you under the FCA Rules, the Financial Services and Markets Act 2000 or requires you to exempt us against any breach by us of any such obligation for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence.

17.5 You agree that the only duties or obligations we owe to you are those set out in the Terms of Business and that we do not owe you any other further duties or obligations (whether arising from the fact that we are acting as your fiduciary or otherwise).

18 Termination

18.1 These Terms of Business shall continue in full force and effect until terminated by either party on 30 days written notice, save where it is required to be terminated immediately in circumstances where:

(a) you make a voluntary arrangement with your creditors; (b) you become bankrupt; (c) we receive written notice of your legal incapacity; or (d) you are a body corporate and an administrator, receiver, liquidator or other insolvency practitioner is appointed or you merge with another body corporate or are otherwise removed from the register of companies at Companies House or the equivalent in the applicable jurisdiction. Once termination is notified, we will have no obligation to recommend or take any action with respect to any account we are operating for you. We may deal with such account for as long as required in order to vest it in your control (or as you may otherwise direct in writing) and during that time we:

- may enter transactions to settle or otherwise extinguish to offset obligations incurred by us in relation to such account before termination;
- must, with respect to obligations not capable of settlement before transfer of the account, notify you of any amount we retain by way of provision to meet contingent liabilities

18.2 Any termination is subject to the settlement of any outstanding transactions and the payment of any charges and other amounts due (which become due and payable immediately). If you request us to re-register or transfer your securities, or open positions you will be liable to a fee to cover the cost.

18.3 Re-registration or transfer of securities and contracts. If you decide to transfer management of your positions or alter the Power of Attorney which permits Vinco Wealth Management Ltd to operate your account, a reasonable administration fee will be deducted at the time of such transfer. This charge will be deducted to cover all costs associated with re-registrations or transfers.

18.4 If you want to close your account and terminate this agreement, you must send us written and signed notification of that.

18.5 If we exercise our right to end or suspend your use of the service we will not be liable for any losses, which may be suffered by you due to a decrease in the value of your investments between the date you purchased, and the date we sold them.

18.6 In the case of an individual, this Agreement will terminate automatically when we receive notification of your death.

18.7 The agreement will automatically terminate in the event of Vinco Wealth Management Ltd or its agents entering into insolvency, being convicted of criminal activity or being in material breach of its fiscal responsibilities.

18.8 Termination shall not affect accrued rights, existing commitments, or any contractual provision intended to survive termination.

19. General

19.2 No failure or delay by either of us in exercising any right, power or privilege in these Terms of Business shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

19.3 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

19.4 You consent to our assigning, or transferring responsibility for the performance of any of our obligations in these Terms of Business and the rights or benefits hereunder to such transferee as we may determine, provided such transferee shall (if required) be permitted to carry on the

same business as us.

- 19.5 We may also appoint sub-contractors, agents or other parties and otherwise delegate such obligations and functions as we shall be required to perform in accordance with these Terms, as we shall in our absolute discretion determine.
- 19.6 Your rights under the Terms of Business are personal to you and are not capable of assignment. Your obligations under the Terms of Business may not, without our prior written agreement, be performed by anybody else.
- 19.7 To avoid any misunderstanding;
- (i) in the event of there being any inconsistency between any of these Terms of Business and any relevant Rule of the FCA or any exchange or market (including any associated clearing house or clearance system) the relevant Rule will take precedence:
 - (ii) in these Terms any reference to any statute, subordinate legislation (including without limitation the FCA rules or rules of any exchange or clearing house shall be to such statute, subordinate legislation or rules as amended or extended from time to time.
- 19.8 In the event that any provision or any part of any provision of these Terms of Business is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of these Terms of Business but the enforceability of the remainder shall remain unaffected.
- 19.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Business and only the parties to it may enforce and benefit from these Terms of Business.
- 19.10 We may amend, suspend and/or terminate any or all of the Services at any time, where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.
- 19.11 We may employ agents selected by us on any terms which we think appropriate.

20. Entire Agreement

These Terms of Business sets out the all of the Terms of Business relating to our provision of these services to you subject to any subsequent amendments that may be notified.

21. Severability

You agree that if any part of these Terms of Business is found to be invalid or unenforceable by any court, this will not affect the rest of the Terms of Business, which will remain in full force and effect.

22. Law and Jurisdiction

These Terms of Business are subject to English Law and you agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute regarding them.

RISK WARNING FOR CONTRACTS FOR DIFFERENCES ACCOUNTS

1. Introduction

Investors should be aware of the following Risk Warnings: Past performance is no guarantee of future performance and you may not get back the amount you invest. The value of investments and the income from them may go down as well as up and are not guaranteed. Contract for Differences (CFDs) and Spread Bets are highly leveraged products and carry a high level of risk to your capital. These products are not suitable for all investors.

These products are high risk and use leverage/gearing. The Risk Warnings are also set out in Section 7. These products give the potential for an above average return to capital invested but also carry the risk of substantial loss. These products are not suitable for any investor who is seeking to preserve capital or to minimise their exposure to capital loss. Other products offer lower risk such as bank accounts which carry a low risk of capital loss where they may be covered by deposit compensation scheme such as FSCS. Details of that scheme can be found at <http://www.fscs.org.uk/> These generally give below inflation returns. British government bonds are low risk and equities are exposed to market risk. A diversified portfolio of holdings managed over time may produce returns but with the risk of some capital loss.

You should not trade with capital you cannot afford to lose. The levels and basis of, and reliefs from, taxation may change in the future. Rates of exchange may cause the value of investments to go up or down.

2. Scope

2.1 The clauses in this Terms of Business govern your relationship with Vinco Wealth Management Ltd and apply to transactions in CFDs which are Contingent Liability Transactions. This means that a payment of further sums of money, above any initial deposit maybe required.

2.2 Transactions we undertake with you will normally constitute "Contracts for Differences" (as described in article 85 of The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) in respect of the value of an underlying instrument, for example a quoted share in a company, index or commodity (the "Underlying Instrument"). Delivery of the Underlying Instrument is not contemplated and you do not own the Underlying Instrument.

2.3 You should be aware that the product information contained in this Annex is not necessarily a comprehensive description of all aspects of the product. Additionally where specific products may be tailored for a particular client or market and may differ in detail from the outline set forth in this Annex. The terms of the particular Transactions will prevail over the product description and information given in this disclosure.

3. CFDs

3.1 You must familiarise yourself with the nature of CFD trading, the terminology and the jargon used and the procedures involved before you enter into any transaction. Vinco Wealth Management Ltd has supplied information to you regarding this area. You must contact Vinco Wealth Management Ltd for an explanation of any aspect of the product that you do not understand prior to opening an account with Vinco Wealth Management Ltd .

3.2 CFDs carry a high degree of risk. The gearing and leverage that is obtainable with CFD trading means that you only need to place a small deposit to commence trading with us although this small deposit may result in large losses or large gains. We explain the risks involved with CFD trading in our Investment Risk warnings, these can be found on the front page and the last page of the account opening form and are summarised in Section 1 above, Risk Warnings.

The Risk Warning notice is helpful but does not set out all the risks that may apply to you when trading CFDs with us you acknowledge that Vinco Wealth Management Ltd have supplied you

with information on the product. It is your responsibility to ensure that you are fully aware of all these risks before you enter into any transaction

- 3.3 CFD transactions involve a contract between you and the provider whereby you agree to exchange, when the contract ends, the difference between the opening price of the Underlying Instrument and the closing price of the Underlying Instrument multiplied by the number of units detailed in the contract. If the price of the Underlying Instrument moves in your favour then you will receive the difference. Alternatively, if the price of the Underlying Instrument moves against you will pay the difference. Regardless of how the price of the Underlying Instrument moves, you will also be required to pay commission, interest charges on positions held overnight, and additional margin ("Variation Margin") depending on how the value of the Underlying Instrument moves each day. Variation margin is additional margin that may be required if either the margin requirement is raised or a request is made for additional margin if a position moves against you.
- 3.4 You can take a view on the price of the Underlying Instrument increasing by "Going Long" or you can take a view on the price of the Underlying Instrument decreasing by "Going Short". The prices quoted for each CFD are normally labelled as the "Bid Price" and the "Offer Price". The Bid Price will always be less than the Offer Price.
- 3.5 If you were Going Long, the opening price of the units in the Underlying Instrument would be fixed at the Offer Price. If the Bid Price at the end of the contract is greater than the Offer Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units that the contract represents by the difference between the Offer Price at the beginning of the contract and the Bid Price at the end of the contract. However, if the Bid Price at the end of the contract does not lose the Offer Price at the commencement of the contract you will be required to pay a sum calculated by multiplying the number of units that the contract represents by the difference between the Offer Price at the beginning of the contract and the Bid Price at the end of the contract. Regardless of how the price of the Underlying Instrument moves you will also be required to pay commission, applicable interest charges and Variation Margin.
- 3.6 If however you were Going Short, the opening price of the units in the Underlying Instrument would be fixed at the Bid Price. If the Offer Price at the end of the contract is less than the Bid Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units that the contract represents by the difference between the Bid Price at the beginning of the contract and the Offer Price at the end-of the contract. However, if the Offer Price at the end of the contract is greater than the Bid Price at the commencement of the contract you will be required to pay a sum calculated by multiplying the number of units that the contract represents by the difference between the Bid Price at the beginning of the contract and the Offer Price at the end of the contract. Again, regardless of how the price of the Underlying Instrument moves you will also be required to pay commission, applicable interest charges and Variation Margin.
- 3.7 Whenever any CFD transaction is entered into to close out any existing CFD transaction, then the obligations of each of us under both sets of CFD transactions shall automatically and immediately be terminated upon entering into the second CFD transaction, except for any settlement difference payment due in respect of such closed out CFD transactions.

4. Margin & Leverage

By trading in CFDs you will be required to provide a certain amount of margin and we will then leverage that margin. This exposes you to a high degree of risk. Leverage is the amount, expressed as a multiple, by which the notional amount traded exceeds the margin required to trade.

5. Stop, Limit Loss & Take Profit Orders

These facilities may help you limit your exposure and we strongly recommend that you consider the use of such facilities.

Vinco Wealth Management Ltd will consider the inclusion of specific stop loss levels where these are agreed in writing at the time of you making an account opening application. Such terms will form part of our agreement only where explicitly accepted in writing by Vinco Wealth Management Ltd.

6. Stamp Duty

Currently persons acquiring CFDs are not required to pay stamp duty.

7. Equity CFDs: Dividends & Company Meetings

7.1 You will receive payment in lieu of dividends to long equity CFD positions and you will be required to make payment in lieu of dividends from short CFD positions.

7.2 An equity CFD holder is not entitled to vote at any company meeting.

8. Netting

Any CFD Transaction to which this Annex applies shall, subject as follows, be deemed included in the definition of "Netting Transaction" for the purposes of the Terms of Business of the CFD provider and subject to termination and liquidation under the clause headed "Netting" (the "Netting Clause") following an Event of Default. The Netting Clause shall not apply to any Futures and Options Transaction to the extent that action which conflicts with or overrides the provisions of the Netting clause has been started in relation to that Futures and Options Transaction by a Market or clearing organisation under applicable law and regulations and is continuing.

9. Trading Times

In respect of most CFDs prices quoted will be in CFDs when the market for the Underlying instrument is open.

10. Commission

CFDs incur high levels of commission. The CFD Provider will charge commission in respect of CFD contracts. Current commission Rates are up to 0.25% per transaction. Further details of the charging structure will be disclosed within the account opening documentation.

11. Interest

Interest is charged on leverage in respect of some long positions held overnight and paid interest in respect of some short positions held overnight. Whether interest is charged or paid, and the rate of the interest, will be agreed individually with you. The rate of interest offered to you may differ depending on whether you are Going Long or Going Short. Vinco Wealth Management Ltd may make a profit from the difference in the interest offered to persons Going Long and the rate of interest offered by the CFD provider to persons Going Short.

12. Additional Charges

Where you instruct Vinco Wealth Management Ltd to close your positions and cease trading for you, no additional charges will apply.

Where you transfer positions to another broker or revoke the Power of Attorney under which Vinco Wealth Management Ltd operates the account, Vinco Wealth Management Ltd will be entitled to make a charge in accordance with Clause 9.3 and 18.3 of this Terms of Business.

13 Termination

Termination by you of the Power of Attorney through contacting Vinco Wealth Management Ltd or the CFD provider will mean that from such point you explicitly accept full responsibility for the management of the account including any positions open at that time.

14. Interpretation

In the event of any conflict between the clauses of this Annex and the Terms of Business, the clauses of this Annex shall prevail. The fact that a clause is specifically included in an Annex in respect of one Market or Futures and/or Options Transactions shall not preclude a similar clause being expressed or implied in relation to any other Market or Futures and/or Options Transactions.

AGREEMENT TO TERMS OF BUSINESS

Version: June 2019

I accept I have read, understood and agree to the terms and conditions and risk warning notice as set out above.

Name: _____

Signature: _____

Date: _____

Additional account holder where applicable:

I accept I have read, understood and agree to the terms and conditions and risk warning notice as set out above.

Name: _____

Signature: _____

Date: _____