

TERMS OF BUSINESS

ZODIAC PARTNERS LIMITED 'ZODIAC'

1 | Terms of Business Agreement

- 1.1 The purpose of this Agreement is to set out the basis on which we, Zodiac will provide trading services to you.
- 1.2 You have an agreement (a "Trading Agreement") in place with a third-party Underlying Broker (the "Underlying Broker") under which you have a trading account with that Underlying Broker which you use to enter into trades in various investments (a "Trading Account"). Before you read this Agreement, it is important for your own benefit and protection that you have read the Trading Agreement and clarified any points which you do not understand, because the services which we, Zodiac, provide to you under this Agreement relate to your Trading Account.
- 1.3 This Agreement contains the terms and conditions under which we will provide the services to you in relation to the Trading Agreement where you have granted us a power of attorney which permits us to operate your Trading Account, and to receive and transmit your orders to the Underlying Broker with whom you have your Trading Account (the "Trading Services" or "Services").
- 1.4 This Agreement will come into effect on the date on which your Trading Account is opened by the Underlying Broker, or when we receive a signed copy of this Agreement from you, or when you otherwise indicate your acceptance of this Agreement in writing (including email) or electronically by acceptance through our website. This Agreement is governed by English law. English will be the language for communication between you and us for the duration of this Agreement.
- 1.5 This is our standard client agreement on which we intend to rely. For your own benefit and protection, you should read these terms carefully. If you do not understand any point contained within, please ask for further information.

2 | Risk Warnings

- 2.1 Before trading in investments you must ensure that you fully understand the risks involved. By entering into this Agreement, you agree that we may provide you with a description of some of the risks involved in trading shares, derivatives and leveraged products which can be found on our [Website](#) or by clicking [here](#).
- 2.2 If you do not have access to the internet and cannot access the Website, please notify your point of contact or Investment Advisor. We will provide you with a document which contains a description of some of the risks involved in trading shares, derivatives and leveraged products.

- 2.3** Trading in contracts for difference, spreadbets, foreign exchange and shares carries a high degree of risk to your capital, where we have categorised you as a Retail Client you cannot lose more than your invested capital. Please note, derivative (contingent liability) products are not available to Retail Clients. Where we have categorised you as an Elective Professional Client, when investing in derivatives, it is possible to lose more than your investment and you may be required to make further payments. If you think that you require further information in relation to the risks of investing or if you are in any doubt as to whether to invest in a particular investment, then you may wish to consider seeking independent financial advice.

PAST PERFORMANCE IS NOT AN INDICATOR OF FUTURE PERFORMANCE.

3 | Services

3.1 EXECUTION ONLY

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, accordingly we accept no responsibility for the monitoring of your portfolio.

We do not offer tax advice to clients. If you require tax advice, you should consult an independent tax adviser.

3.2 ADVISORY

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 is your sole responsibility to inform us in writing of 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.

We may also undertake transactions for advisory clients on an execution only basis if you request us to do so, we will not require further information and we will carry out your instruction without providing investment advice or a personal recommendation.

3.3 INVESTMENT MANAGEMENT – DISCRETIONARY

We are the manager of your investments and shall have your full authority to make all of the decisions on which investments to choose and on how much to invest in each one. This discretion includes asset allocation to any or a combination of the managed investment

services in this section. Whilst, individually, certain services may not conform to your investment approach, we may use them collectively to create an overall portfolio that does meet your Investment Objectives and Attitude to Risk. We do not undertake that you will be fully invested at all times. As new funds are received these may be invested immediately or over a period of time at our discretion. Both the investment selection and the timing of such investments will be determined by us as the manager of the portfolio. We may use instruments or strategies that are perceived as higher risk in a manner that either (a) acts to reduce risk, either in your overall portfolio or in respect of individual positions, or (b) acts to achieve enhanced growth with the intention of balancing such holdings with lower risk holdings.

We have your authority to use our discretion to act or refrain from acting in relation to instructing Platform Securities about corporate events, such as: taking up any rights issues; exercise of conversion or subscription rights; dealing with takeovers or other offers or capital changes; and exercising voting rights. We will endeavor to exercise these rights in your best interests. Each client portfolio is constructed individually and to best meet their own circumstances, therefore no two client portfolios will be exactly alike. Consequently, the performance of client portfolios will vary accordingly due to factors such as the date of joining, individual stock composition and portfolio size.

4 | Arranging Transactions

4.1 In respect of all types of client (eligible counterparty and professional), we may arrange transactions on your behalf in the following investment types:

- Alternative Debenture
- Certificates representing certain security
- Commodity Future
- Commodity option and option on commodity future
- Contract for Differences (excluding a spread bet and, a rolling spot forex contract and a binary bet)
- Debenture
- Future (excluding a commodity future and a rolling spot forex contract)
- Government and public security
- Option (excluding a commodity option and an option on a commodity future)
- Rights to or interests in investments (Contractually Based Investments)
- Rights to or interests in investments (Security)
- Rolling spot forex contract
- Share
- Spread Bet
- Unit
- Warrant

4.2 ORDERS

In addition to our rights to modify, cancel and/or reject your orders, we may, in our sole discretion, refuse to accept any instructions, set a product to reduce only and/or set an account to reduce only or unauthorised to trade, for any reason whatsoever.

4.3 POSITIONS

4.3.1 Your spread bet / CFD venue will provide a range of information relating to your account on and through their Platforms, including the following:

- (a) Once we have executed an order on your behalf, the underlying broker will provide you with the essential information concerning the execution of the order through the platform and or on reports sent overnight; Zodiac are not obliged to inform you if an order is filled, any such confirmations will be provided to you by your designated spread bet / CFD venue. It is solely your responsibility to ensure that you know at all times whether any order has been filled or is still active and if you are in any doubt whatsoever as to the situation it is your sole responsibility to contact us immediately, in the first instance by telephone, in order to obtain clarification as to the validity of any trade. Specific details of any query or dispute in respect of any trade or conversation must be communicated to us within 24 hours of the event.
- (b) Any losses incurred by you through non-receipt of, or failure to act upon any notifications or confirmations (in the case of trades or orders placed) are payable by you. Zodiac accepts no responsibility for any such losses.
- (c) If you receive a confirmation for a trade or filled order that you allege has not been transacted by or for you, we must be notified immediately. If you do not receive a confirmation for a trade you have placed (or believe you have placed) you must notify us immediately
- (d) where the value of any relevant position moves by ten (10) per cent or multiples of ten (10) percent, we will notify you as required under applicable law and regulation; and
- (e) up-to-date statements of your positions and any money held in respect of your account as required under applicable law.

4.3.2 It is solely your responsibility to regularly access and review the information set out in clause 4.3.1 to ensure that it corresponds with your own records. As soon as you receive any confirmation you must check it to make certain that it is correct Subject to clause 4.4, this information will be conclusive unless we notify you of any mistake, error or inaccuracy or you notify us in writing of any mistake, error or inaccuracy and we agree with your notification. You must also regularly check your online statement provided by the underlying broker.” If you think that any confirmation or statement contains an error you must notify us immediately.

4.4 ERRORS

4.4.1 From time to time, material errors and omissions may occur in respect of your positions and/or trades, your account or the broker platform (each an error). Examples of errors may include (without limitation): a pricing error, a platform displaying incorrect prices (whether caused by a third party supplier or due to a problem with the venue systems), an order being handled incorrectly by the platform and/or our client management team (including execution at an incorrect price or contrary to underlying market conditions) or incorrect deductions or credits being applied to your Account.

4.4.2 If you or we know or suspect, or are aware of circumstances in which you or we ought reasonably to know or suspect, that an error has occurred: (a) as applicable, you must notify us or we will notify you as soon as reasonably practicable, which for the avoidance of doubt may be after an error has occurred; and (b) we will then use reasonable endeavors to investigate whether there has, in fact, been an error and/or what caused it.

4.4.3 If an error has occurred, this constitutes a specified event and the provisions of clauses 13.1 and 13.3 will apply. We will inform you of any reserved actions we may take, or may have taken, in accordance with clause 13.3.2.

5 | Regulatory Compliance

5.1 We are authorised and regulated by the Financial Conduct Authority (the “FCA”) (Firm registration number **806702**) in the conduct of our investment business.

The FCA's registered address is 12 Endeavour Square, London E20 1JN.
Our registered office is Rye House, Hart R, Rye Road, Hoddesdon, EN11 0EH.

- 5.2** In compliance with law and regulation, we classify our clients into three main categories; Eligible Counterparties, Elective Professional Clients and Retail Clients. Eligible Counterparties and Elective Professional clients are considered to be experienced, knowledgeable, sophisticated and able to assess their own risk, and therefore are given a lower level of regulatory protection. You may request in writing to be treated as an Eligible Counterparty or Elective Professional Client and you must state whether your request is a general one, or is in respect of this agreement only, or a particular service/instrument only. We may consider such a request and assess whether you are capable of making your own investment decisions and understanding the risks involved.
- 5.3** We have a written internal complaint handling policy, as required by FCA rules. You can obtain a copy of this on request, and in the event you should have cause for complaint about the services which we provide to you, a copy will be sent to you.
- 5.4** In the event that we are unable to meet our obligations to you, you may have a right to seek compensation from the [Financial Services Compensation Scheme \(the "FSCS"\)](#) in respect of the Services. As at the date of this Agreement, compensation is limited to 100% of the first £85,000.
- 5.5** We are required, in accordance with the FCA rules, to take all reasonable steps to identify conflicts of interests between ourselves and our clients, or between one client and another, that arise through the provision of our investment services. Please click on this link to our [conflicts policy](#) which can be found on our website.

6 | The Trading Services

- 6.1** Where you have granted us a power of attorney this permits us to operate your trading account on your behalf. This means that when you give an instruction to us in respect of a particular investment, we will then pass that instruction on to the underlying broker.
- 6.2** You may provide us with instructions in relation to the trading services:
All trading instructions are to be given via the phone, whereby all such phone calls are recorded. In the eventuality that you're unable to give an instruction over the phone, you must send it via email to trading@zodiacpartners.co.uk and you accept that your email will be dealt with on a best endeavors basis. If you have not received a prompt response to your email, you should assume that it has not been received by us, or is yet to be dealt with, accordingly, you are advised to call the dealing desk at your earliest convenience. We accept no responsibility for any orders that are missed which you have sent via email and have not given to us over a recorded line.
- 6.3** We may in the following circumstances refuse to transmit your order to the Underlying Broker:
- (a) where your instruction is not given in accordance with this agreement;
 - (b) in order to comply with anti-money laundering procedures;
 - (c) where we reasonably suspect that the instruction is fraudulent or unauthorised by you;
 - (d) where your instruction is not clear or you have not provided us with the correct details;
 - (e) where there is a legal requirement or a court or other authority that tells us to act in that way.

- 6.4** If you are an Execution-Only or Advisory Client, you are responsible for all decisions on whether to invest in, hold or dispose of any investment or to enter into any agreement resulting from our trading service, under this agreement. We will only receive and transmit your orders to the underlying broker as you instruct.
- 6.5** For execution-only services we are not obliged to assess your suitability, or that of any order which you instruct us to transmit to the underlying broker.
- 6.6** Where we provide Advisory or Discretionary services to you, we are required to assess whether an investment is suitable for you, considering a number of factors including, but not limited to, your knowledge and experience in the relevant investment field.
- 6.7** As part of the process of assessing the suitability and appropriateness of an investment for you, we will ask you to provide us with information illustrating your knowledge and experience in relation to the relevant investments and markets. If the information you provide to us is incomplete or inaccurate then this may impair our ability to assess the suitability and appropriateness of an investment for you. If we consider that the investment is not suitable or appropriate, we will warn you of this. If you instruct us to proceed with the order after such a warning, we may decide not to do so. If we do proceed, you should note that it may not be suitable or appropriate for you and that you may be exposing yourself to risks that you do not have the knowledge or experience to understand or mitigate.

7 | Trading Platform

- 7.1** Where you have not granted us a power of attorney, we are not permitted to operate your trading account on your behalf, and we will not pass your instructions on to the underlying broker. The underlying broker will provide access to the trading platform, which allows you to provide your instructions in respect of your trading account directly to the underlying broker. The underlying broker's provision of the trading platform and your use of it are governed by your trading agreement with your Underlying Broker.

8 | Joint Accounts

- 8.1** Where you enter into this agreement jointly with another person or other people, each of you entering into this agreement will have joint and several liability under this agreement. This means that:
- (a) Each of you is separately responsible for complying with this agreement;
 - (b) We can pursue any of you for all amounts owed to us, whether this arises from the actions of all or any of you. This means that you can be liable for the actions of the others who have entered into this agreement with you; and
 - (c) each of you has full authority on behalf of the others to give or receive any instruction, notice, request, or acknowledgement under the agreement in relation to the services without obtaining the consent of the others, including an instruction to terminate the agreement.

9 | Underlying Broker Agreements & Margin Calls

- 9.1** If you are trading leveraged products with the underlying broker (for example, but not limited to, CFDs and spread betting), you may be required to pay the underlying broker a margin for each transaction. The trading agreement with the underlying broker shall set out the arrangements with your underlying broker and govern your initial and continuing obligations

with respect to the payment of the margin. As it is your responsibility to ensure that you maintain sufficient funds in your trading account, we will not notify you in the event of a margin call. We will have no liability to you or the underlying broker for any losses incurred by you due to and arising from any failure by you to maintain sufficient funds in your trading account to pay the margin, nor shall we be liable for any non-payment of the margin. If, in the event of a margin call, you do not have sufficient funds in your trading account to meet your margin obligations, we reserve our right to terminate this Agreement immediately on written notice to you. For the purpose of this clause 9, “margin” means the amount of money you are required to pay the underlying broker in order to enter into and maintain trades.

- 9.2** If you are issued with a margin call by your underlying broker, we will make reasonable efforts to contact you to request you add funds to clear such margin calls at the earliest opportunity. If having made reasonable attempts to contact you to request payment and payment is not forthcoming, we reserve the right to take action to reduce positions and the potential risk of default. Specifically, if we anticipate that you will fail to make timely payment of any amounts due to the underlying broker, you agree that we have your full consent to act in a discretionary capacity without reference to you and without your express consent to: a) apply any cash or sell any securities or derivatives held or controlled by us and/or the underlying broker; and b) repurchase (at your expense) any securities or derivatives which have been sold by us on your behalf; or c) take any action in order to minimise any loss or anticipated loss arising directly or indirectly by your failure or anticipated failure to maintain sufficient funds on your account. You agree to notify us as soon as reasonably practicable in the event you anticipate you will not be able to deliver any payments, share certificates and other documents necessary to settle any transaction. Any such sales or repurchases may be effected by using our reasonable discretion and no responsibility is accepted for any losses or missed profits arising from such actions. You will be liable to us for the repayment of any expenses (including legal fees) reasonably incurred by us in taking any action under this Clause 9.2. For the avoidance of doubt, this Clause 9.2 applies to any failure on your part to meet any payment obligations to your underlying broker under this Agreement.

10 | Monitoring of Open Positions

- 10.1** Where you purchase investments using your trading account via an Execution-Only or Advisory service, we will not keep your holdings in these investments under review for you or monitor their performance.
- 10.2** In addition, we are under no obligation to bring investment opportunities to your attention or to continue to monitor or update any information which we have provided to you. It remains your sole responsibility to manage and monitor your positions if you are an Execution-Only or Advisory Client.

11 | Research

- 11.1** In addition to the trading services, we may also provide you with marketing communications containing non-independent research which suggest an investment strategy; express a particular investment recommendation or which express an opinion as to the present or future value or price of an investment (“Research”). Such Research is not tailored to your individual circumstances and does not constitute a personal recommendation but is intended for general distribution to our clients for information purposes.

11.2 When any research which we provide to you carries restrictions with regard to the individuals or category of individuals to whom it may be disseminated, you must not distribute that document to any individual or category of individuals to whom it may not be disseminated.

12 | Our Liability to You and Limitations of that Liability

12.1 Nothing in the agreement excludes or limits our liability for any matter that cannot be excluded or limited under applicable law.

12.2 Subject to clause 12.1, we will not be liable to you for any loss:

- (a) which arises as a result of: (i) our compliance with, or our exercising of any of our rights in accordance with, applicable law or the agreement; (ii) your negligence, fraud or breach of the agreement or applicable law; (iii) any specified event or circumstance outside our control; (iv) any error arising from unclear or ambiguous instructions from you or an authorised person when placing an order; or (v) any late payment or errors in calculating and/or facilitating payment of any third party fees due to a third party;
- (b) except to the extent that such loss has resulted from our negligence or breach of the agreement, provided that such loss is direct and actual loss as a result of our negligence or breach of the agreement. For the avoidance of doubt, we will not be liable for any loss of profit or opportunity howsoever arising.

12.3 We are not responsible for any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of our control.

12.4 When we provide you with research marketing communications, we give no warranty, guarantee or representation as to the completeness or accuracy of the information except in so far as is required by the FCA Rules, or to the tax consequences of any transactions or investments.

12.5 We will attend to your affairs with due care and diligence, but we do not guarantee the performance or profitability of investments in relation to which we provide you with research or process an order for you.

12.6 We will not be liable to you for any losses which you suffer that:

- (a) are losses incurred in relation to transactions which you enter into through your trading account or using the trading platform unless such losses are as a result of our breach of this Agreement, negligence, fraud or willful default;
- (b) are business losses, as opposed to your personal losses;
- (c) were not, at the time you entered into the agreement, a foreseeable consequence of the breach;
- (d) arise from any act or omission caused by circumstances beyond our reasonable control, including any act of God, government or state, natural disaster, war or other hostilities, terrorist activity, industrial action and any failure of power supplies, computer systems or communication lines;
- (e) are caused by any other person (including the underlying broker with whom you have entered into the trading agreement);
- (f) are caused by your own failure to comply with your obligations under this agreement; or
- (g) are caused by our taking an action, or failing to take an action, where in our reasonable opinion this is necessary to avoid a breach of any applicable law or regulation.

13 | Specified Event

13.1 Should a specified event occur, be reasonably likely to occur, or when we become aware of a specified event, we may take a reserved action, provided it is fair and reasonable in the circumstances (see clause 13.3). A Specified Event includes, but is not limited to, if:

- (a) you, or any authorised person appointed by you are the subject of or have been found guilty or at fault in any criminal proceedings or relevant investigation carried out by the appropriate authorities in any jurisdiction of any offence involving dishonesty, financial crime, terrorist financing or a similar offence;
- (b) you are the subject of an insolvency event;
- (c) you are an individual and you die or become of unsound mind or your capacity, as far as it is relevant to the Agreement, is otherwise impaired;
- (d) you breach any of the terms of this Agreement;
- (e) an Error occurs; or
- (f) any other circumstance exists where we reasonably believe that it is necessary or desirable to protect you or us, including any breach or potential breach by you of applicable law or the agreement or where you do not respond as reasonably required to any notice, communication or request for further information from us in relation to your Account.

13.2 CIRCUMSTANCES OUTSIDE OUR CONTROL

13.2.1 Any failure by us to perform our obligations under the agreement caused by a circumstance outside our control will not be a breach of the agreement.

13.2.2 If we reasonably determine that there is a circumstance outside our control, we will give you notice of this as soon as it is practicable and in accordance with applicable law. We will use all reasonable endeavors to resume our provision of services and/or performance of our obligations under the agreement as soon as possible. Where it is fair and reasonable to do so, we may take an appropriate reserved action and/or take action in relation to any pricing error in accordance with Schedule 2B.

13.2.3 Where we can resume provision of our services and/or performance of our other obligations under the agreement following a circumstance outside our control:

- (a) we may act on any instructions to transmit any order in relation to a trade received immediately before the circumstance outside our control, provided it is possible to do so; and
- (b) you are responsible for re-instating or cancelling any orders affected by a circumstance outside our control.

13.3 RESERVED ACTIONS

13.3.1 If we are required to do so under applicable law, or a specified event or circumstance outside our control occurs or is reasonably likely to occur, or we have valid reasons for doing so, we may in our sole discretion take any action, including the following reserved actions, that is fair and reasonable in the circumstances:

- (a) combining or closing any positions, or closing any countdowns or cancelling or suspending any orders on an account;
- (b) prohibiting you from accessing or using an account;

- (c) suspending or in any way limiting or restricting your ability to place any order, spreadbet or CFD or countdown or declining to action any instruction received from you in relation to an account;
- (d) refusing or delaying giving effect to your request for a withdrawal of money from your account;
- (e) amending any margin, spread between the buy and sell price for a product, attributes, prices and rates, including those relevant to your positions and/or orders;
- (f) cancelling any bets or CFD's or countdowns (as if they had never been entered into in the first place) and the effect of such bets or CFD's countdowns on your account;
- (g) imposing special terms in relation to any order, bet or CFD or countdown which, by virtue of its size, is deemed by us to be abnormal by reference to the relevant product, its volatility or its liquidity;
- (h) closing any account, making an account unauthorised to trade or setting an account to reduce only;
- (i) exercising any right of set-off, making a deduction or credits, or charging interest, under the agreement or applicable law;
- (j) suspending the generation and/or quotation of prices and/or the execution of orders on our platform in respect of any product;
- (k) removing any product from the platforms and/or removing your ability to place bets or CFD's or countdowns on a particular product from an account; and/or
- (l) where we have categorised you as an Elective Professional Client or an Eligible Counterparty, restricting or removing any additional service from your account entirely, whether temporarily or permanently.
- (j) contact you to discuss any concerns we may hold regarding you potentially being a 'vulnerable client'. Any such concerns could be a result of our observations of any changes to your health, life events, resilience, capability. Having identified any vulnerabilities we reserve the right to adjust our services to you accordingly, or remove them altogether.

13.3.2 If we have taken or decide to take any reserved action then we will attempt to notify you of this as soon as reasonably practicable, unless applicable law prevents us from doing so. When taking any reserved action, we may, in our sole discretion, take into account any prior instructions you have provided to our client management team.

14 | Fees & Charges

14.1 We will provide you with details of our fees and charges for providing the services to you separately before you enter into this agreement with us. In particular, we will provide you with a rate card which sets out our fees and charges. We will provide you with prior written notice of any changes to the rate card.

14.2 Where applicable, the underlying broker may share with us a proportion of the commission you pay. Further details are available on request.

14.3 You will be provided with an Ex-Ante charges illustration which shows the impact of charges, expressed as percentages and in monetary values.

15 | Confidentiality & Data Protection

15.1 We will hold in confidence all personal and financial information which we obtain about you as a result of providing the Services to you, subject to clause **6.3**.

15.2 We may disclose information about you in the following circumstances:

- (a) with your authority;
- (b) where we are required to disclose information pursuant to any court order or similar process;
- (c) where we are otherwise required or permitted by law to make disclosure; or
- (d) where necessary in order to provide you with the Services.

15.3 We will comply with all requirements applicable to us under the Data Protection Act 1998 and GDPR, as amended, supplemented, or replaced from time to time.

16 | Amendment

16.1 We may change the terms of the agreement for any of the following reasons:

- (a) where we reasonably consider that:
- (b) the change would make the terms easier to understand or fairer to you; or
- (c) the change would not be to your disadvantage; or
- (d) to cover the improvement of the services, the introduction of a new service or the replacement of a service with a new one;
- (e) to enable us to make reasonable changes to the way we provide the services to you as a result of changes in the financial system, technology or the systems we use to run our business; or
- (f) because of a requirement under applicable law and regulation.

16.2 If we make a change in accordance with this clause 15, we will always give you at least 30 days' written notice before we make the change, except as required by applicable law or regulation.

17 | Termination

17.1 If you wish to terminate the services, you may do so at any time by giving us written notice. Any notice of termination which you provide to us will take effect on the day on which we receive it.

17.2 We may only terminate provision of the services by giving you not less than 30 days' prior written notice.

17.3 On termination of the services, if you have open positions in relation to transactions which you have entered into through our trading service you must pay us any outstanding commission, fees or costs which you are obliged to pay to us in relation to those transactions. In addition, termination of this agreement will not affect your obligations to any third party (including but not limited to the underlying broker) in relation to those transactions.

17.4 Where you have granted us a power of attorney in relation to your trading account you will also need to terminate that power of attorney in accordance with its terms when you terminate this agreement.

17.5 Termination of this agreement does not terminate your trading agreement. If you wish to terminate your trading agreement with the underlying broker, you will need to do so in accordance with the relevant terms of your trading agreement.

17.6 We may terminate the services without giving you prior notice if we reasonably believe that you have seriously and/or persistently broken any terms of this agreement including by:

- (a) giving us any false information at any time;
- (b) using (or allowing someone else to use) the services illegally or for criminal activity;
- (c) inappropriately authorising a person to give instructions to us in respect of the services;
- (d) behaving in a manner (for example by abusing people who work for us) that makes it inappropriate for us to continue to provide you with a service; or
- (e) putting us in a position where we might breach an applicable law or regulation or another duty which applies to us if we continue to provide the services to you.

18 | Communications

18.1 If you want to give us a trading instruction then please provide us with the instruction in accordance with clause **6.2**. If you need to contact us for any other reason in relation to this agreement, please do so:

- (a) By post: Zodiac Partners Limited, The Town House, 114-116 Fore Street SG14 1AJ.
- (b) By telephone: +44 (0)20 8396 6890.

18.2 We may contact you and give you any notices in connection with this agreement by post, telephone or by electronic means using the latest address, telephone number or electronic mail address which you have given us.

18.3 All telephone calls to and from the trading desk will be recorded.

19 | Previous Terms & Conditions

19.1 This agreement supersedes all prior written agreements entered into by you and us in relation to the provision of the services. This does not affect any rights or obligations that you or we may have under any previous terms and conditions relating to such services. In addition, nothing in this clause shall limit any liability we may have to you in relation to statements or representations we have made to you, but which are not expressly set out in this agreement.

Zodiac Partners Limited is Authorised and Regulated by the Financial Conduct Authority (**FRN 806702**). We offer CFD, Spread Bet and FX Trading Services to Eligible Counterparties and Professional Clients.

Zodiac Partners Limited, Registered in England and Wales No. **10647615**

Registered Office:

Rye House Kart R, Rye Road, Hoddesdon, EN11 0EH +44 (0)20 8396 6890.

I CONFIRM MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT.

NAME _____

SIGNED _____

DATE _____

NAME _____

SIGNED _____

DATE _____