INVESTOR TERMS & CONDITIONS

Last updated March 28, 2024

1. INTRODUCTION

1.1 These are the standard Investor Terms and Conditions (**"Terms"**) for investing with us. It is important that you read these Terms carefully before making any investments because we will rely on them in all our dealings with you. Our Terms can be found in the footer section of our web application. However, you should also print off a hard copy and then keep it safe for future reference.

1.2 Wealthyhood provides Execution-Only Services, and we are responsible for arranging the execution of your investments (together, the **"Services"**).

1.3 In order for us to provide you with our Services, you must be a UK resident. We shall treat the address which you provide us when signing up for our Services as your permanent residential address for Tax residency purposes.

1.4 **"We"**, **"us"**, or **"our"** in these Terms refer to **Wealthyhood (Wealthyhood Ltd)** and its employees. **"Client"**, **"you"**, and **"your"** refer to any person operating or intending to operate an account with us.

1.5 In these Terms, unless the context otherwise requires: references to Clauses, Sub-clauses and Schedules are to Clauses, Sub-clauses of, and Schedules to, these Terms; the singular includes the plural and vice versa; "person" denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument or regulations shall be references to such directive, statute, statutory instrument or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to the FCA and rules made by it shall, apart from in this Clause, include its successor as regulator and rules made by the successor as regulator in substitution for those rules. References to any rules by number will include references to the corresponding rules (if any) made by the successor.

1.6 In these Terms, references to any law, statute or statutory provision will include any subordinate legislation made under any of them and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time. For the avoidance of doubt, any such references include references to the preservation, continuation of effect, conversion or incorporation

of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 or any other legislation relating to the withdrawal of the UK from the EU.

1.7 Headings are for convenience only and have no bearing on the interpretation of these Terms.

2. OUR SERVICES

2.1 Execution-only service

2.1.1 We arrange the execution of transactions using a third-party execution service provider, and we provide you with investment options on a non-advised basis (our **"Services"**). We do not, therefore, check whether the investments you select are suitable or appropriate for you.

2.1.2 You do not, therefore, benefit from the protection of the rules on assessing appropriateness. You must ensure that any investments you make are appropriate investments for you.

2.1.3 Neither Wealthyhood nor its employees are qualified to give legal, tax or accounting advice or to prepare any legal, tax or accounting documents. We are not responsible for dealing with any of the above matters when you use our Services.

2.2 Executing transactions

2.2.1 We use a third-party execution service provider to execute transactions on your behalf. You can read more about executing transactions here and here.

2.2.2 If you place an order for individual stocks within US market hours, your order will be executed instantly. If an order is placed outside US market hours, it will be queued and executed at the opening of the next market session. The regular trading hours for the US stock market, including the Nasdaq and the New York Stock Exchange, are from 9:30 to 16:00 Eastern Time (ET).

2.2.3 ETF orders are executed within a trading window between 13.00 and 15.00 every weekday. If you place an order after 13.00, this will be executed in the corresponding trading window of the next business day. Although orders for ETFs are executed within the designated trading window, it may take some time until you receive confirmation of execution and they are updated on your Wealthyhood account.

3. **FEES**

3.1 Wealthyhood offers three plans for users with different needs and goals.

3.2 Our Wealthyhood Basic plan is free of charge, with no subscription fee. It is great to get started and set up your personal investment account.

3.2.1 The Basic plan offers:

a. Unlimited commission-free investing with no charges per order.

b. Fractional shares, from as little as £1, of a broad range of stocks and ETFs from different asset classes, geographies and sectors.

c. Portfolio automation, with monthly top-ups, rebalancing and re-investing.

d. Real-time guidance, insights & tools to guide you at every step.

e. Over 1 million portfolio personalised templates that you can use as a starting point.

f. Access to our bespoke learning guides, daily news and analyst insights to help you dive into the world of investing.

g. Unlimited deposits & withdrawals at no cost.

3.2.2 The Basic plan comes with:

a. A custody fee of 0.18% per annum, charged monthly (0.015% per month) on the value of your portfolio. For example, if your account value is £1,000 for a given month, your custody fee will be £0.15 per month.

b. An FX charge (Foreign Exchange) of 0.75% applies to all currency conversions when you want to access products in different currencies.

3.3 Our Wealthyhood Plus plan costs £2.99 per month or £23.99 per year and offers everything included in the Basic plan, plus:

a. 1% bonus dividend. At the end of each month, we reward your investment journey with a bonus dividend of 1% (calculated per annum, paid monthly) based on your portfolio's value. The bonus

dividend applies to the first £3,000 of your portfolio, and it's on top of any other dividend or income your investments pay out over time.

b. 0.25% cash back. You earn a 0.25% cash back every time you invest £50 or more. This applies to buy orders only. The buy orders have to be completely settled for the cashback to be unlocked. If a buy order is cancelled before being settled, the cashback is voided.

c. Zero custody fees, regardless of the value of your portfolio.

d. Premium FX rates of 0.35% to all currency conversions when you want to access products in different currencies.

3.4 Our Wealthyhood Gold plan costs £12.99 per month or £119.99 per year and offers everything included in the Basic plan, plus:

a. 4% bonus dividend. At the end of each month, we reward your investment journey with a bonus dividend of 4% (calculated per annum, paid monthly) based on your portfolio's value. The bonus dividend applies to the first £3,000 of your portfolio, and it's on top of any other dividend or income your investments pay out over time.

b. 0.40% cashback. You earn a 0.40% cash back every time you invest £50 or more. This applies to buy orders only. The buy orders have to be completely settled for the cashback to be unlocked. If a buy order is cancelled before being settled, the cashback is voided.

c. Priority customer service.

d. Zero custody fees, regardless of the value of your portfolio.

e. Premium FX rates (Foreign Exchange) of 0.25% to all currency conversions when you want to access products in different currencies.

3.5 We do not charge for sending us or withdrawing money or for transferring or closing your Wealthyhood Account.

3.6 Please note that other taxes, costs and charges may also apply, which are not charged by or through us. These include but are not limited to fund charges taken directly from the fund provider and market spread, which is the difference between the price at which we are able to buy and sell investments.

3.7 Our fees are based on our current understanding of the VAT treatment of the fees. In the event of any change in the VAT treatment of the fees, we reserve the right to agree with you on a change in the fee basis to reflect the revised circumstances.

3.8 You can pay your monthly or annual subscription by setting up a recurring card payment. In the case that the payment method you have set up fails, we will immediately downgrade your plan to Basic.

4. USER REWARDS, FREE SHARES, CASH REWARDS AND REFERRAL SCHEME

4.1 Under our referral scheme, a free share will be offered to users who have successfully completed a referral in accordance with the terms described in this paragraph. Both the referrer and referred user will be offered a free share as long as they meet the conditions below.

4.2 Inviting a friend - Your unique referral link

You can refer a friend by entering their email or sending them your unique referral code or link. You can find the different options from your Wealthyhood app under "My Account" > "Earn free shares". From there, you can simply follow the steps and invite a friend with one of the three options.

4.3 Successful referral

4.3.1 In order to be eligible for the free share reward, you need to have successfully completed a referral.

You will need to:

a. Set up your Wealthyhood account.
b. Verify your details.
c. Make an investment in your portfolio.

Your friend will need to:

a. Set up their Wealthyhood account.
b. Verify their details.
c. Invest at least £100 in their portfolio within 7 calendar days of creating their account.

4.3.2 In the case of a successful referral, both the referrer and the referred user will be eligible to receive a free share.

4.3.3 In order to be eligible to receive a free share, users must be referred by a friend, either through a referral code or referral link. Referred users must be new Wealthyhood clients and must not have already created a Wealthyhood account before.

4.3.4 If the referred user hasn't completed an investment within 7 days of creating their account, the referral will expire and will no longer be deemed successful. Therefore, neither the referrer nor the referred user will be eligible to claim a reward for this specific referral.

4.4 **Receiving your reward**

4.4.1 Once the steps in paragraph 4.3.1 have been completed, we will notify you by email and/or push notification on your mobile app that you are eligible to receive a free share. The next time you open our mobile app or web platform, we will notify you about the amount of your free share and the specific financial instrument. You will then be able to accept your free share or dismiss it.

4.4.2 If you accept your free share, you instruct us to transfer the equivalent amount of funds on the same day into your account and immediately place an order to buy your free share.

4.4.3 Once the process is completed, a free share will appear on the accounts of both the referrer and referred user.

4.4.4 We aim to process 95% of the free share rewards within 2 business days. If you believe you're eligible for a free share but have been waiting for more than 5 days for the notification of your free share eligibility, you can contact us at hello@wealthyhood.com or use our Live Chat Support on your Wealthyhood app.

4.5 **Free share restrictions**

4.5.1 You can't sell your free share for 60 days commencing on the date the share settles in your account.

4.5.2 If you decide to close your Wealthyhood account before 60 days have passed, your reward will be lost, inclusive of any gains made on the particular share.

4.5.3 The maximum limit in the value of free shares you can earn per calendar month is £1,000. This amount, however, resets at the beginning of each month. Please note that there is no limit to the number of friends you can refer, and each of your friends will be eligible for a free share, even if you have reached your monthly cap.

4.6 **How your reward is determined**

4.6.1 Your free share will be randomly selected from a pool of stocks and ETFs within our investment universe.

4.6.2 The value of your free share will be randomly determined and may range anywhere from a minimum of £5 to a maximum of £200. The probability is weighted, so higher values are less likely to get.

4.6.3 For the avoidance of doubt, the free share can be either a whole share or a fraction of a share as long as its value is within the range defined above.

4.6.4 We do not offer advice or recommendations to our customers and receiving a free share from us does not constitute advice. Customers/ investors should make their own decisions on what investments are right for them.

4.7 **Ad-hoc free share campaigns**

4.7.1 We may, from time to time, run ad-hoc free share campaigns. In such a case, we will notify you by email and/or push notification about the campaign details.

4.7.2 The terms of paragraph 4 also apply to any ad-hoc free share campaign we may participate in, in which case, you will be deemed a referred user, with the same eligibility requirements described in paragraph 4.3.1.

4.8 **Cash rewards**

4.8.1 We may, from time to time, run ad-hoc cash reward campaigns. In such a case, we will notify you by email and/or push notification about the campaign details, describing how you can participate and how eligible users will be defined.

4.8.2 In the case that you receive a cash reward, the corresponding amount will be transferred into your Wealthyhood account. You can then invest this amount within the app as you wish.

4.8.3 You may not withdraw your cash reward without investing it first unless suggested differently in a specific cash reward campaign.

4.8.4 In the case the terms described in a particular campaign conflict with the terms under this Section 4, the specific terms of the campaign should supersede.

4.9 **User gifts**

4.9.1 Under our user gift scheme, selected users will have the chance to share a cash voucher with a friend. If selected, you will be notified by email and/or push notification about the user gift details and you will then be

able to share the gift with a friend from your Wealthyhood app, under "My account", by clicking on the relevant banner.

4.9.2 In the case that you receive a user gift, the corresponding amount will be transferred into your Wealthyhood account. You can then invest this amount within the app as you wish.

4.9.3 You may not withdraw your cash reward without investing it first.

4.9.4 You need to have a bank account with one of the supported banks to withdraw your cash reward only after investing it first. The list of supported bank accounts is available in the app.

4.9.5 Any share you buy using your cash voucher fall under the free share restrictions of paragraph 4.5.

4.9.6 User gifts can only be sent to new or existing Wealthyhood users as long as they haven't made any investment with Wealthyhood in the past. If a user gift is sent to a user who has already made an investment with Wealthyhood in the past, the cash voucher will be voided.

4.9.7 User gifts cannot be sent to user accounts directly associated with the user account of the sender.

4.10 **Closing your account with a free share, cash reward or user gift**

4.10.1 If you decide to close your Wealthyhood account and you have received a free share, cash reward, or user gift, the following conditions apply:

a. If your account is closed before the 60-day restriction period for selling your free share or withdrawing your cash reward or user gift, you will forfeit all such rewards. This includes any appreciation in value of the free shares you have received.
b. If your account is closed after the 60-day restriction period, you are required to provide a valid bank account from our list of supported banks to transfer any proceeds from your rewards, gifts, or free shares.

4.10.2 If you haven't already connected a valid bank account, upon the closure of your account after the 60-day restriction period, you must provide the necessary details for a valid bank account within 30 days to withdraw any proceeds.

4.10.3 If you do not provide this information within the specified time frame Wealthyhood reserves the right to withhold the cash proceeds from the rewards, gifts, or free shares.

4.10.4 Please note that these conditions are in place to ensure a fair and transparent process for all users and to comply with regulatory requirements.

4.11 **Ending or updating our referral and free share scheme**

We reserve the right, at our sole discretion, to end or update the terms of our referral scheme, free shares scheme, cash rewards and user gifts at any time. If we make an update, we will post the updated version of the schemes on our website and provide you notice of the update. Continued participation in the referral scheme and free shares scheme after any update shall mean that you have agreed to the update(s) made by us.

5. PORTFOLIO REBALANCING

5.1 Wealthyhood offers the functionality to rebalance your portfolio to help you maintain the asset allocation you have defined for your target portfolio. You can do this through a one-off rebalancing or set up automated rebalancing.

5.2 **How rebalancing works**

5.2.1 Rebalancing takes place during two consecutive trading sessions. First, overweight assets are sold, and then, the proceedings are used to buy underweight assets.

5.2.2 For example, suppose your target portfolio allocation is:

- 60% stocks
- 30% bonds
- 10% gold

After market fluctuations, your allocation shifts to 70% stocks, 20% bonds, and 10% gold, with a total portfolio value of $10,000. If you decide to rebalance your portfolio, the process is as follows:

- On the first trading day, rebalancing will sell $1,000 worth of stocks, reducing their allocation to 60%.
- Then, on the next trading day, it will use the proceeds to buy bonds, increasing the allocation to 30%.
- The gold allocation will remain at 10%.

5.3 **Automated rebalancing**

5.3.1 You can also choose to set up automated rebalancing to maintain your target portfolio allocation on a monthly basis.

5.3.2 If activated, automated rebalancing will take place on the first Monday of the month at 12 pm, placing buy and sell orders, according to the process described above, to get your holdings back to your target portfolio. If the first Monday of the month falls on a bank holiday, the rebalancing process will take place on the next trading day.

5.3.3 Automated rebalancing does not take into account the market conditions at the time of rebalancing. Thus, you may experience a capital gain or loss during the process.

5.3.4 If you do not want the automated rebalance to go ahead, you must deactivate it through the app before 12 pm of the day the automated rebalancing is scheduled to occur.

5.4 Keep in mind that Wealthyhood does not manage your portfolio and provides execution-only services. Accordingly, the portfolio rebalancing functionality will help you maintain the execution-only target portfolio allocation. When you initiate a one-off or an automated rebalancing, you provide orders to us, which we will arrange to be executed with no discretion.

5.5 You cannot sell any of your holdings until the rebalancing process is completed. However, you can always buy assets, deposit and withdraw any available cash you hold on your Wealthyhood cash balance.

5.6 Both the one-off and automated rebalancing are subject to the cost structure described in the “Fees” section.

6. CORPORATE ACTIONS

6.1 When we receive income from your investments, such as dividends or proceeds from corporate actions, these amounts will be processed and credited to your account.

6.2 Mandatory corporate actions, like stock splits, will be automatically processed and reflected on your Wealthyhood account. Voluntary corporate actions will be processed using their default option by Wealthkernel Ltd.

6.3 Although we may inform you about significant corporate actions or related rights and obligations through the Wealthyhood app if deemed necessary, please

remember it is your responsibility to proactively gather information about these rights, duties, and corporate actions. Wealthyhood is not obligated to notify you of every such event and is not liable for any damages, losses, or expenses incurred due to unawareness of these corporate actions or related rights and duties.

7. INVESTING IN US STOCKS

7.1 By investing in US stocks via the Wealthyhood app, you agree to comply with the W8-BEN form requirements. In particular, you confirm that:

7.1.1 You are the beneficial owner of the US stock investments and a resident within the meaning of the income tax treaty between the United States and your country.

7.1.2 You are not a US person.

7.1.3 The income related to your investments is not connected with a US business or is exempt under a tax treaty.

7.1.4 You reside in a treaty country, if applicable.

7.1.5 For broker transactions or barter exchanges, you are an exempt foreign person as defined in the relevant instructions.

7.2 You authorise the submission of the W8-BEN form to any relevant withholding agents and agree to provide an updated form within 30 days should any of the certifications become incorrect.

7.3 You hereby acknowledge that your acceptance of these terms constitutes your consent in a manner consistent with the requirements set forth by the W8-BEN form.

8. CLIENT PROTECTION AND COMPLAINTS

8.1 We will treat you as a retail client. This means that you will have the highest level of protection under the rules made by the Financial Conduct Authority (the **"FCA Rules"**). You will also have the right to take any complaint which you cannot settle with us to the Financial Ombudsman Service. You may at any time ask us to re-categorise you as a professional client or an eligible counterparty, but it is not our general policy to re-categorise retail clients, and we can reject your request. When we refer to the FCA and the FCA Rules, we also mean any regulator which may replace the FCA and the rules it may make to regulate our business.

8.2 We are covered by the Financial Services Compensation Scheme ("**FSCS**"). This means you may be entitled to compensation from the scheme if we cannot meet our obligations. The level of compensation depends on the type of business and the circumstances of your claim, and you are covered up to a maximum of £85,000 per person. Please note the FSCS protection covers the money (deposits) and assets held with the custodian in the event that they are unable to fulfil their obligations. It does not protect you from falls in the value of your investments. Your investments may go up as well as down, and please note that, as with any investment, your capital is at risk.

8.3 Further details of the Financial Services Compensation Scheme are available from www.fscs.org.uk.

8.4 We are committed to providing you with a first-class service. If anything does go wrong, we aim to put it right quickly and efficiently. If we cannot resolve a problem immediately, we will contact you to tell you what we are doing about it. If you wish to complain about any aspect of our service, please contact us by emailing hello@wealthyhood.com and we will provide you with a summary of our complaints process and procedures.

8.5 If we do not deal with your complaint to your satisfaction, you can refer it to the Financial Ombudsman Service. This does not prevent you from taking legal proceedings. The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service
Exchange Tower

London E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

9. WHO REGULATES US?

9.1 Wealthyhood (Wealthyhood Ltd) is an appointed representative of RiskSave Technologies Ltd, which is authorised and regulated by the Financial Conduct Authority ("FCA") and whose Firm Reference Number is 775330. RiskSave Technologies Ltd's registered address is 70 White Lion Street, London, N1 9PP, United Kingdom.

9.2 Our address is 9 Kingsland Road, E2 8DD, London, United Kingdom. Our Financial Services Register number is 933675.

9.3 The full FCA Register is available on the FCA's website.

10. ANTI-TAX EVASION AND ANTI-BRIBERY

10.1 You will ensure that neither you nor any persons acting on your behalf in connection with this Agreement shall, by any act or omission, commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax, and tax includes duties and social security contributions.

10.2 You will not do or omit to do any act or thing which constitutes or may constitute an offence under or breach of the Bribery Act 2010 or any other applicable anti-corruption legislation or which would cause us to breach such legislation.

10.3 You shall, as soon as reasonably practicable, give us written notice upon a breach, or suspected breach, of any of your obligations in relation to this clause and on your becoming aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of these requirements set out in this clause.

11. CHANGING OR REPLACING THESE TERMS

11.1 We may make changes to these Terms for the following reasons:

11.1.1 Changes to relevant law or regulation or a decision of the Financial Ombudsman Service.

11.1.2 Changes to the way we are taxed (including the requirement to pay any government or regulatory levy), or you and your product are taxed.

11.1.3 Changes required by any regulatory or tax authority or industry guidance or codes of practice.

11.1.4 Changes in the way investment markets work, including changes in investment/securities dealing or administration which may affect your account.

11.1.5 To make the Terms easier to understand and any other changes that are not detrimental to you.

11.1.6 If it becomes impossible or impractical, in our reasonable opinion, to carry out any of the Terms as a result of circumstances beyond our reasonable control.

11.1.7 To reflect changes to our services or the manner in which we provide them to you.

11.1.8 To reflect changes to the level of charges applicable to your account.

11.1.9 To reflect changes to the range of investments we make available to you from time to time.

11.1.10 To reflect improvements to our online service that technological, service or propositional enhancements have allowed us to make.

11.2 Changes to these Terms which are due to reasons outside our control (eg. changes in legislation) or are not detrimental to you (eg. improvements to the service we are able to offer you) will take effect immediately and we will notify you at the next appropriate opportunity. We will not be liable to you for any failure or delay in performing our obligations under the Terms if such failure or delay is due to any cause outside our reasonable control. Events outside our reasonable control include, but are not limited to:

11.2.1 Acts of God, fire, earthquake, storm or flood.

11.2.2 Explosion, nuclear accident or collision.

11.2.3 Sabotage, riot, civil disobedience, strikes, terrorism.

11.2.4 Epidemic, national emergency (whether in law or fact), or act of war.

11.2.5 Any change to the law or regulation of a governmental or regulatory body.

11.2.6 Market conditions affecting the execution or settlement of transactions in respect of your account.

11.2.7 Any targeted network attack or interruption of the internet or other telecommunications service.

11.2.8 Loss of supply of essential services, including electrical power and third-party services. Any other cause beyond our reasonable control which prevents us from administering your account for a given period of time.

11.3 Otherwise, we will write and tell you about any material changes at least 30 calendar days before a change becomes effective and where this is reasonably

possible. If it is not, we will write to you at the earliest opportunity after the change has taken place.

12. WHAT ARE YOUR OBLIGATIONS?

12.1 To the extent relevant to the service we provide, to enable us to provide you with a proper service, we require you to do the following:

12.1.1 Agree with these Terms which govern our relationship;

12.1.2 Notify us promptly of any change to the information supplied by you to us;

12.1.3 Supply us with all information, documentation or copy documentation that we require in order to allow us to carry out our account opening procedures;

12.1.4 Provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations;

12.1.5 Confirm that the investments and cash within your account portfolio are within your complete ownership and free from all liens, charges and any other encumbrances;

12.1.6 Not, except through us, deal, or authorise anyone else to deal in the investments in your account; and

12.1.7 Undertake to sign and/or produce, by the time we ask you to, any documents we need to enable us to carry out our duties on your behalf.

13. RELATIONSHIP WITH WEALTHKERNEL

13.1 We have entered into an agreement with WealthKernel Ltd, on behalf of ourselves and each of our customers (Customers) whereby WealthKernel has agreed to provide clearing and settlement, safe custody and associated services for our Customers.

13.2 By opening an account with us, you are also opening an account with WealthKernel. It is important for you to understand that this means you will be both our Customer and also a Customer of WealthKernel.

13.3 In consideration of WealthKernel making their services available to you, you agree that:

13.3.1 we are authorised to enter into the agreement on your behalf as your agent;

13.3.2 apart from our Investor Terms & Conditions, you are bound by the WealthKernel Terms & Conditions.

13.3.3 we are authorised to give instructions to WealthKernel on your behalf and to provide information concerning you to WealthKernel and WealthKernel shall be entitled to rely on any such instructions or information without further enquiry;

13.3.4 WealthKernel is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to WealthKernel.

14. CUSTODY

14.1 We use a third-party custody provider to take custody of your assets. The third-party custody provider we have selected for these purposes is WealthKernel Limited, however, we reserve the right to change our custody provider, at which point we will give you reasonable advance notice, where practicable, of this change.

14.2 You will be treated as accepting any such change unless you tell us that you do not agree to the change, in which case you have the right to terminate these terms and conditions by giving us notice at any time before the change comes into effect. You can read more about WealthKernel's Terms & Conditions here.

15. CONFLICT OF INTERESTS

15.1 We will always endeavour to act in your best interests as our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients' conflict with your interests, we will write to you and obtain your consent before we carry out your instructions. We will also describe the steps we will take to ensure fair treatment.

15.2 Our control structures and procedures are adequate to ensure compliance with all relevant laws, regulations, codes and practices relating to our business

activities. We are committed to operating in the best interests of our clients and managing conflicts of interest fairly. Where there is a conflict of interests, we will not knowingly deal with or advise unless we have taken reasonable steps to ensure fair treatment for our clients.

15.3 As part of providing our service to you, we may receive acceptable minor non-monetary benefits. Minor non-monetary benefits are those which:

15.3.1 are capable of enhancing the quality of service provided to you;

15.3.2 is of a scale and nature that it could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in your best interests;

15.3.3 is reasonable, proportionate and of a scale that is unlikely to influence our behaviour in any way that is detrimental to your interests; and

15.3.4 consists of:

d. information or documentation relating to a financial instrument or an investment service that is generic in nature or personalised to reflect the circumstances of an individual client;

e. written material from a third party that is commissioned and paid for by a corporate issuer or potential issuer to promote a new issuance by the company or where the third party firm is contractually engaged and paid by the issuer to produce such material on an ongoing basis, provided that the relationship is clearly disclosed in the material and that the material is made available at the same time to any firms wishing to receive it, or to the general public;

f. participation in conferences, seminars and other training events on the benefits and features of a specific financial instrument or an investment service;

g. hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events mentioned under Paragraph c;

h. research relating to financial instruments issued by an issuer, which is:
   i. produced:
      1. prior to the issue being completed; and

2. by a person that is providing underwriting or placing services to the issuer on that issue; and

ii. made available to prospective investors in the issue; or

i. research that is received so that we may evaluate the research provider's research service provided that:
   i. it is received during a trial period that lasts no longer than 3 months;
   ii. no monetary or non-monetary consideration is due (whether during the trial period, before or after) to the research provider for providing the research during the trial period;
   iii. the trial period is not commenced with the research provider within 12 months from the termination of an arrangement for the provision of research (including any previous trial period) with the research provider; and
   iv. we make and retains a record of the dates of any trial period accepted under this rule, as well as a record of how the conditions in (i) to (iii) were satisfied for each such trial period.

15.3.5 For more information about how we deal with potential conflicts of interest, please refer to our Conflicts of Interest Policy, which can be found here.

16. ANTI-MONEY LAUNDERING

16.1 The anti-money laundering regulations require us to verify your identity, gather information as to the purpose and nature of the business which we conduct on your behalf, and ensure that the information we hold is up-to-date. We use electronic identity verification systems at the beginning and throughout our relationship with you.

16.2 This means your personal information will be shared with third parties, i.e. the relevant agencies who operate the identity verification systems. In addition, we will verify the validity of your bank account information, and this will involve us sharing your personal and financial information with a third party. Their services compare your data against: bank account data, electoral roll, UK Companies House (and this includes the bankruptcy and insolvency register and database of disqualified directors), and other publicly available information such as media reports.

16.3 Please note that we cannot provide our services to you until you have passed our money laundering checks.

17. DATA PROTECTION

All of your personal information and financial information (called **personal data**) will be processed in accordance with our Privacy Policy.

18. HOW WILL WE COMMUNICATE?

18.1 We will communicate with you in English by email. You may communicate with us in English by email in accordance with procedures notified to you by us (including security procedures and use of passwords).

18.2 You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received via email. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

18.3 Although we take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of our service.

18.4 We will communicate with a third party, whom you authorise, at the address(es) you notify us of in writing. As long as we act reasonably, you authorise us to rely on instructions by whatever means transmitted which appear or purport to be sent by you or a third party authorised by you.

18.5 We may record and monitor conversations we have with you, and we will keep a record of all communications for as long as required by law or as we feel appropriate.

19. WHEN MAY WE NOT ACT ON YOUR INSTRUCTIONS?

19.1 We reserve the right not to act on your instructions if:

19.1.1 to do so may involve us or you in a breach of legal and/or regulatory requirements; or

19.1.2 we believe on reasonable grounds that to do so would be impracticable or against your interests; or

19.1.3 to do so would run the risk of us suffering financial loss

We will endeavour to advise you promptly if such circumstances arise, subject to our obligations under applicable law and regulation.

20. OUR LIABILITY

20.1 We are committed to providing you with our Services with reasonable skill, care and diligence under these Terms.

20.2 Please note we do not provide, nor do we accept responsibility for, legal, tax or accounting advice. **Your tax treatment depends on your individual circumstances and may be subject to change in the future.**

20.3 Please note, however, that despite the above we do not limit or exclude our liability for fraud or death or personal injury as a result of our negligence or that of our employees.

21. CANCELLATION RIGHTS

21.1 We will always honour your statutory rights. After agreeing to invest with us, you are still entitled to cancel your investment for up to 14 calendar days after having opened your account (the **"cancellation period"**). This is done by sending us written notice of the cancellation to hello@wealthyhood.com or by closing your account yourself by selecting 'My Account' > 'Account details' > 'Close your account' on your Wealthyhood app.

21.2 If you cancel your investment within the cancellation period, we will sell your investments and return the money from any sale to you. We will sell your investments within 2 business days (on which the relevant markets are open) of receiving your cancellation instruction, subject to circumstances beyond our control.

21.3 Please be aware that if the value of your investment(s) has fallen, you will not get back the full amount you invested. You will also be liable for any costs we have to pay on your behalf in order to sell the investments.

22. TERMINATION

22.1 You or we may terminate our Services at any time without penalty. If you wish to terminate the Services, you must notify us in writing by email to hello@wealthyhood.com or close your account yourself by selecting 'My Account' > 'Account details' > 'Close your account' on your Wealthyhood app. The termination will take effect from the date of receipt.

22.2 Please note that if and when our Services are terminated, unless we agree with you otherwise, we will sell your investments and return the money we receive as a result to you. Subject to circumstances beyond our control, we will sell your investments within 2 business days (on which the relevant markets are open) of receiving your termination notice/our decision to exit you from our system. The proceedings will then be transferred to your bank account, which may take up to 5 business days.

22.3 If the value of your investment(s) has fallen, you will not get back the full amount you invested. Also, please be aware that we offer no refunds for payments already made to us.

23. OTHER INFORMATION

23.1 Transfers

Unless we agree specifically in writing otherwise, all transfers into and out of your account will be in cash and payments by you will be by debit card, direct debit or bank transfer to us.

23.2 If you die

We will suspend taking instructions in relation to your estate. This means that we will continue to manage your account in accordance with any instructions you have given us so far. We also reserve the right to exercise our absolute discretion to make payments to HMRC to help you deal with inheritance tax. Otherwise, we will only take further instructions once we have been presented with a valid grant of representation from a court.

23.3 Assignment is prohibited

You may not assign or transfer any of your rights or responsibilities in relation to your account with us.

23.4 **Only parties to this contract may enforce it**

Unless and to the extent we agree otherwise in writing, a person who is not a party to this investment management agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23.5 **Entire agreement**

These Terms constitute the entire agreement between the parties to it and supersedes any prior agreement or arrangement in respect of its subject matter and:

23.5.1 Neither party has entered into these Terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in these Terms;

23.5.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into these Terms and which is expressly set out in these Terms will be for breach of contract; and

23.5.3 nothing in this clause will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

24. **CONSENT**

24.1 It is important to us that you understand and are happy with these Terms. If you have any questions or something doesn't make sense, please let us know by emailing hello@wealthyhood.com. Unless we agree otherwise in writing, these Terms apply to all services we provide to you and any associated work.

24.2 Please note that by agreeing to these Terms:

24.2.1 You acknowledge receipt of the Terms and that these Terms apply to investments you make with us.

24.2.2 You acknowledge that you have read these Terms carefully.

24.2.3 You authorise the transfer of information, on a confidential basis, as required under these Terms, between third parties.

25. CLOSING COMMENT

25.1 The law of England and Wales governs your account with us and any matters or disputes related to these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales. Our Terms are in English as will be all communications between us.

25.2 If you have any questions or something doesn't make sense please let us know by emailing us at: hello@wealthyhood.com. Unless we agree otherwise in writing, these Terms apply to all services we provide to you and any associated work.

Appendix A – Ex-ante costs

The table below shows a few examples of the costs you may incur investing with Wealthyhood. It includes both Wealthyhood charges and third-party charges, like the management fees of ETF providers.

The calculations of the table below are based on a £1,000 investment over a holding period of 5 years with an annual return of 5%.

#	ETF	Management fee	Currency traded	Example of fees	Basic plan	Plus plan	Gold plan
1	Vanguard S&P 500 UCITS ETF DIST $ (VUSA)	0.07%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.39	£0.00	£0.00
				ETF management fee	£4.04	£4.04	£4.04
2	Vanguard FTSE All-World UCITS ETF DIST $ (VWRL)	0.22%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.36	£0.00	£0.00
				ETF management fee	£12.66	£12.66	£12.66
3	Vanguard USD Treasury Bond UCITS ETF DIST $ (VDTY)	0.07%	USD	Commission fee	£0.00	£0.00	£0.00
				FX fee	£7.50	£3.50	£2.50
				Custody fee	£10.39	£0.00	£0.00
				ETF management fee	£4.04	£4.04	£4.04
4	iShares Physical Gold ETC ACC $ (SGLN)	0.12%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.38	£0.00	£0.00
				ETF management fee	£6.92	£6.92	£6.92
5	Invesco Nasdaq-100 UCITS ETF DIST $ (EQQU)	0.30%	USD	Commission fee	£0.00	£0.00	£0.00
				FX fee	£7.50	£3.50	£2.50
				Custody fee	£10.34	£0.00	£0.00
				ETF management fee	£17.23	£17.23	£17.23
6	iShares MSCI World Health Care Sector UCITS ETF DIST $ (CBUF)	0.25%	EUR	Commission fee	£0.00	£0.00	£0.00
				FX fee	£7.50	£3.50	£2.50
				Custody fee	£10.35	£0.00	£0.00

				ETF management fee	£14.37	£14.37	£14.37
7	iShares Digitalisation UCITS ETF ACC $ (DGTL)	0.40%	USD	Commission fee	£0.00	£0.00	£0.00
				FX fee	£7.50	£3.50	£2.50
				Custody fee	£10.32	£0.00	£0.00
				ETF management fee	£22.93	£22.93	£22.93
8	WisdomTree Artificial Intelligence UCITS ETF ACC $ (INTL)	0.40%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.32	£0.00	£0.00
				ETF management fee	£22.93	£22.93	£22.93
9	VanEck Vectors Video Gaming and eSports UCITS ETF ACC $ (ESGB)	0.55%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.28	£0.00	£0.00
				ETF management fee	£31.43	£31.43	£31.43
10	iShares Global Clean Energy UCITS ETF DIST $ (INRG)	0.65%	GBP	Commission fee	£0.00	£0.00	£0.00
				FX fee	£0.00	£0.00	£0.00
				Custody fee	£10.26	£0.00	£0.00
				ETF management fee	£37.06	£37.06	£37.06

Table 1. Ex-ante costs: Examples of an investment of £1,000 for 5 years with an annual return of 5%.