

SEI Investments (Europe) Limited

Terms and Conditions for Custody Services

1. Background

1.1 PFP Wealth Management LLP (“**PFP**”) provides investment services to you, its customers (each a “**Customer**”); and has appointed SEI Investments (Europe) Limited (“**SEI**”) to provide dealing and custody services for this purpose, on the basis that SEI will be directly responsible to each Customer for the custody services.

1.2 These Terms set out the basis on which SEI agrees to provide custody services to the Customers, and constitute a separate legal agreement between SEI and each Customer. SEI has also provided a FAQ document providing further information on the custody services.

1.3 The table at the end of these Terms sets out various expressions used with special meanings in these Terms and the meaning attributable to each of them. These expressions are used with capital letters in these Terms.

2. Appointment

2.1 These Terms take effect between SEI and a particular Customer from the point when SEI first receives Customer Assets and/or Customer Money to hold on behalf of that Customer.

2.2 These Terms will continue to apply in relation to a particular Customer until terminated in accordance with paragraph 17.

2.3 SEI will act on instructions from PFP, as agent for the Customer, in providing its services under these Terms.

2.4 Where the consent of the Customer is required in order to provide certain services under these Terms, the Intermediary will explain the position to the Customer and obtain the necessary consent. The Customer will have provided PFP with such consent when signing terms of business with PFP.

3. Responsibilities of SEI

3.1 SEI will provide the following services (the “**Services**”):

- holding all Customer Assets or arranging for them to be held in safe custody
- collecting all distributions and other entitlements arising on Customer Assets and accounting for them to the Customer

- settling transactions to acquire or dispose of Customer Assets on the instructions of PFP and using Customer Money provided for the purpose by the Customer or adding to Customer Money
- informing PFP or the Customer of corporate actions and other events affecting Customer Assets
- holding Customer Money on behalf of the Customer where required for the purpose of providing the above services and arranging for it to be deposited with one or more banks.
- transferring all Customer Assets and Customer Money held on behalf of the Customer to the Customer or as they or PFP may direct on termination of the appointment pursuant to these Terms

3.2 The Services will not include advising on or managing investments or executing transactions, which will be the responsibility of PFP.

3.3 SEI will use reasonable care and due diligence in providing the Services.

3.4 SEI will comply with the FCA rules that apply to it as holder of Customer Assets and Customer Money. Nothing in these Terms will override its obligations under the FCA rules.

4. **Responsibilities of the Customer**

4.1 The Customer is responsible for ensuring that each Customer Asset is, at all times when it is held in the custody or under the control of SEI, free from any rights in favour of any third party (including but not limited to rights of security granted to a creditor or beneficial interests under a trust), except for:

- (a) rights in favour of SEI, any third party engaged by SEI under these Terms, or PFP;
- (b) rights of beneficiaries under an express trust that are notified to and acknowledged by SEI; and
- (c) rights in favour of a third party arising in the normal course of a transaction settled by SEI pursuant to these Terms.

4.2 The Customer will pay or will reimburse SEI for any liability to a third party which SEI may suffer or incur as a result of a breach of these Terms by the Customer, except if and to the extent that the relevant expenses or liabilities arise from any negligence or breach of duty by SEI.

5. **Custody of investments**

- 5.1 Where SEI provides custody services directly, it will arrange for title to Customer Assets to be registered or recorded in the name of a UK nominee company controlled by SEI as bare trustee for each Customer. Customer Assets will be registered collectively in the same name for all Customers and therefore the individual entitlements of each Customer may not be identifiable by separate certificates or other physical documents of title. If SEI were to become insolvent, any shortfall in securities so registered would be shared *pro rata* among the Customers concerned.
- 5.2 Where instructed to do so, or where SEI considers it in the best interests of the Customer to do so, SEI may arrange for a third party to provide custody and/or settlement services in relation to certain Customer Assets. Where the third party is an Affiliate of SEI, SEI will be responsible for the service provided by the third party to the same extent as if the service had been provided by SEI itself.
- 5.3 Where services are provided by a third party which is not an Affiliate of SEI, SEI will exercise reasonable care and due diligence in selecting them and monitoring their performance, but does not guarantee proper performance by the third party and will not itself be responsible if the third party fails to meet its obligations. This means that if the third party defaults or becomes insolvent, the Customer may lose some or all of their assets and will not necessarily be entitled to compensation from SEI.
- 5.4 Where SEI provides services in respect of securities which are held by a third party in, or which are subject to the law or market practice of, a country outside the United Kingdom, the settlement, legal and regulatory requirements in the relevant overseas jurisdiction may be different from those in the United Kingdom and there may be different practices for the separate identification of securities.
- 5.5 Where an amount is due from the Customer to SEI under or in connection with these Terms, SEI may suspend transactions in Customer Assets which it holds for that Customer and, where SEI considers it necessary to do so in order to protect its own interests, SEI may sell some or all of those Customer Assets and apply the proceeds to pay the outstanding amount.

6. **Client Money**

- 6.1 Subject to the following paragraphs, SEI will hold Customer Money in one or more client bank accounts with one or more deposit takers in accordance with the FCA Rules. SEI will credit interest on that money monthly at the rate and basis which SEI will notify from time to time (in a separate disclosure document). Customer acknowledges and agrees that where the rate of interest received by SEI is more than what is credited to Customer, SEI

may retain such balance. For the avoidance of doubt, such interest will only be credited on sterling balances.

6.2 Where Customer Money is required for the purpose of settling transactions it will be held in a separate bank account on which no interest will be paid. Any Customer Money which is not required for this purpose will be transferred to a client bank account under the previous paragraph.

6.3 In the event of a failure of a third party deposit taker, Customer Money will be pooled with other client money of the deposit taker and then distributed rateably. Any subsequent shortfall may be covered by the Financial Services Compensation.

6.4 SEI may allow another person such as an exchange, a clearing house or an intermediate broker, to hold or control Customer Money, but only where this is required for the purpose of a transaction for the Customer through or with that person or to meet an obligation of the Customer to provide collateral for a transaction. In the event of a shortfall following any default of such person, you may not receive your full entitlement and may share in that shortfall *pro rata*. PFP will inform the Customer and provide further details if this is to occur.

6.5 SEI may arrange for a Customer Money to be held in a bank outside the United Kingdom. Where it does so, the rights of the Customer in relation to that money will differ from those applicable under the United Kingdom regulatory regime.

6.6 Where the Customer has instructed SEI to pay Intermediary charges to PFP on the Customer's behalf, SEI may use Customer Money for this purpose.

6.7 Where an amount is due from the Customer to SEI under or in connection with these Terms, SEI may use Customer Money or Customer Assets to pay it.

7. **Contractual Settlement**

7.1 Where a transaction relating to Customer Assets is due to take place on a particular date, SEI may record it as happening on that date, even if there is a delay. However, if the problem is not resolved promptly, SEI may adjust its records to show that the transaction did not in fact take place.

8. **Conflicts of Interest**

8.1 SEI has adopted a formal policy with a view to ensuring that in any situation in which its interests conflict with those of Customers and /or PFP, all parties receive fair treatment. A summary of that policy is available upon request.

9. **Custody Fees**

9.1 The Customer will not have to pay any fees to SEI for the provision of the Services. SEI will receive fees and be reimbursed for expenses as agreed between SEI and PFP.

10. **Reporting**

10.1 SEI will provide each Customer with periodic statements of their Customer Assets and Customer Money held by SEI at least once a year in accordance with the FCA Rules.

11. **Limits on Liability**

11.1 Neither SEI nor the Customer will be liable to the other under or in connection with these Terms for any

- (a) loss of profit;
- (b) loss of revenue, loss of production or loss of business (in each case whether direct, indirect or losses that are not directly associated);
- (c) loss of goodwill, loss of reputation or loss of opportunity; or
- (d) loss of anticipated savings or loss of margin.

11.2 SEI and the Customer will only be liable for costs which are incurred as a direct consequence of the event which led to the other making a claim under these Terms.

11.3 SEI will not be liable to the Customer for any inaccurate, misleading or unfair information issued or produced by fund managers under these Terms.

11.4 Nothing in these Terms will exclude or limit a party's liability that:

- (a) SEI or the Customer may incur to the other in respect of death, personal injury, fraud, under the FCA rules or any other kind of liability that by law cannot be excluded;

or in the case of
- (b) any failure by SEI or an Affiliate to account for assets or cash to the person entitled to them under these Terms, unless any such failure by SEI or an Affiliate is the result of the acts or omissions of Customer or PFP.

11.5 Each of SEI and the Customer will take reasonable steps to mitigate any loss for which the other may be liable under these Terms.

11.6 Neither SEI nor the Customer will be liable under or in connection with these Terms for any breach of these Terms resulting from any reason or circumstances beyond the reasonable control of SEI or, as the case may be, the Customer.

12. **Disputes**

12.1 If the Customer has any questions or comments in relation to the Services, these should be raised in the first instance with PFP. If the Customer wishes to make a formal complaint about the Services this should be sent to PFP marked for the attention of SEI **or** directly sent to SEI at the following address:

The Compliance Officer
SEI Investments (Europe) Limited
4th Floor, Time & Life Building
1 Bruton Street
London W1J 6TL

12.2 If SEI do not deal with the Customer's complaint about the Services to his/her satisfaction, the Customer may be able to refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

12.3 Subject to the above, any dispute or difference arising out of or in connection with these Terms or the provision of the Services will be subject to the jurisdiction of the English courts.

13. **Regulatory Information**

13.1 SEI is authorised and regulated by the Financial Conduct Authority (“FCA”) and entered on the FCA’s register with number 191713. The FCA’s address is:

25 The North Colonnade
Canary Wharf
London E14 5HS

13.2 SEI will treat each Customer as a retail client under the FCA Rules, giving them the greatest level of protection under the FCA Rules.

13.3 SEI’s contact details are:

4th Floor, Time & Life Building
1 Bruton Street
London W1J 6TL

14. **Compensation**

14.1 SEI is covered by the Financial Services Compensation Scheme. The Customer may be entitled to compensation from the scheme, up to a maximum of £50,000 for investment claims, if SEI cannot meet its obligations.

Further information about compensation arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN
Telephone: 0800 678 1100/020 7741 4100

15. **Law and language**

15.1 These Terms are governed by and shall be construed in accordance with the laws of England.

15.2 All communications from SEI to Customer under these Terms will be in English.

16. **Variation**

16.1 SEI may change these Terms by giving the Customer at least 60 days' written notice, unless shorter notice is required in order to comply with the FCA Rules. This would be for reasons such as:

- to take account of changes in legal, tax or regulatory requirements
- to fix any errors, inaccuracies or ambiguities we may discover in the future
- to make these Terms clearer
- to provide for the introduction of new or improved systems, methods of operation, services or facilities.

16.2 If the Customer does not agree with any change that SEI proposes to make, the Customer should inform SEI by communicating its concerns with PFP. The Customer can withdraw the Customer Assets from SEI at any time.

17. **Termination**

17.1 SEI may terminate these Terms at any time by giving 90 days' written notice to PFP acting as the Customers agent or the Customer if PFP no longer represents the Customer (subject to applicable law and regulatory requirements). There is no minimum duration of these Terms.

17.2 SEI may also terminate these Terms with immediate effect by written notice if it requires to do so for legal or regulatory reasons or on instructions from PFP.

17.3 On termination, PFP will instruct SEI where to transfer the Customer's Customer Assets and Customer Money. If PFP does not do so promptly, or if PFP no longer represents the Customer, then SEI will ask the Customer to give the relevant instruction. SEI will transfer Customer Assets and Customer Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them to the Customer.

17.4 The Customer can withdraw the Customer Assets or Customer Money from SEI at any time.

18. **Table of Defined Expressions**

18.1 In these Terms, each of the expressions defined below has the meaning set opposite it.

Expression	Definition
“Affiliate”	means any body corporate in the same group (as defined in the Financial Services and Markets Act 2000) as SEI
“Customer”	means each individual or legal entity that enters into an Investment Management Agreement or ISA with PFP and whose accounts are serviced by PFP using the SEI Wealth Platform
“Customer Account Documentation”	means the forms used by PFP to provide SEI information in relation to each Customer for the purposes of enabling SEI to open each account
“Customer Assets”	means assets (excluding cash) held by SEI on behalf of the Customer from time to time in accordance with these Terms
“Customer Money”	means cash in any currency held by SEI on behalf of the Customer from time to time in accordance with these Terms
“FCA”	means the Financial Conduct Authority of the United Kingdom and any its successor to all or part of its functions
“FCA Rules”	means the Handbook of Rules and Guidance of the FCA as amended from time to time