SYNERGY MARKETS LTD

TERMS OF BUSINESS (for Advisory and Execution-Only)

Welcome to Synergy Markets Ltd. These are our Terms of Business which explain how we provide advisory and execution only services to you. Please read them carefully and let us know if you have any questions.

Synergy Markets Ltd is authorised and regulated by the Financial Conduct Authority with registration number FCA No.628190. Our registered office is at Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire, RG9 1AT.

These Terms of Business will come into effect when you complete your application form and provide us with your identification documents, or when you make your first trade with us. We will communicate with you and handle all inquiries in English.

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Thank you for choosing Synergy Markets Ltd.

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1. Definitions and Interpretation

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

Business Day
Business Day refers to any day other than Saturday, Sunday, or a public holiday in the United Kingdom.

Contingent Liability Transaction (such as CFDs)
This means that a payment of further sums of money above your initial deposit may be required where the position moves against you.

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

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

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

- debentures;
- debenture stock;
- loan stock;
- bonds;
- certificates of deposit;
- Any other instrument creating or acknowledging indebtedness.

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

Exchange
A regulated market or designated investment exchange

Execution-only transaction
This refers to a transaction that is executed by a firm based solely on the specific instructions given by a client. In this type of transaction, the firm does not provide any advice or guidance on the investment or its merits. The client is solely responsible for making their own investment decisions and determining whether the investment is suitable for their needs.

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

Nominee Company
A company whose business is to hold investments or other property on behalf of clients.

Proprietary Algorithm
Synergy utilises an advanced trading tool called Nautilus, which is our proprietary pattern recognition algorithm. Nautilus is a scanner that can identify specific trading patterns in asset chart prices.
In addition to recognising patterns, Nautilus also generates trade ideas for the Synergy Signals service based on these patterns. Our team carefully selects setups that have the highest probability of being profitable to share with our clients.

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Safe Custody Investment
A Safe Custody Investment is an investment that you purchase, but instead of holding it yourself, it is held in a separate account by our firm or a company we control. We are responsible for keeping it safe, but it still belongs to you. You must pay for the investment in full. When you give us valid instructions to sell it, it will no longer be a Safe Custody Investment.

Settlement Agent
A Settlement Agent is a person or entity that helps us complete the process of settling a transaction that we make on your behalf. This can be for transactions that are settled in the UK or in foreign countries.

Share / Equity
This refers to buying a part ownership (called a "share" or "stock") in a company, whether it's located in the UK or in another country.

Stabilisation
Stabilisation refers to when investment firms or banks buy or offer to buy certain securities in order to help keep the price stable during a time when many people are selling those securities. This is usually done for a set amount of time.

Terms of Business
Terms of Business is a document that a company gives to its clients, in which it explains the rules and conditions under which it will provide its services to the client. The document is given in a way that can be kept for a long time, such as a paper copy or an email.

2. Client Categorisation

Client categorisation is a process that companies have to do in order to group their clients into one of three categories, as required by the Financial Conduct Authority (FCA) due to a financial regulation called the Markets in Financial Instruments Directive (MiFID). The three categories are Retail Client, Professional Client, and Eligible Counter-party. The Retail Client category offers the highest level of protections for clients. When you become a client, we will let you know which category you fall under. If you are classified as an elective Professional, we will ask you to confirm this before we accept you as a client.

Retail Client
A retail client is an individual who is not a professional client or an eligible counter-party. This includes an individual who is not a firm, as well as an overseas individual who is not an overseas financial services institution. In other words, a retail client is an individual who is seeking financial services or products for their own personal use, rather than for business or professional purposes.

Professional Client
A client who possesses the experience, knowledge, and expertise to make their own investment decisions and to assess the risks involved in doing so.
These include:

- An entity that is required to be authorised or regulated to operate in the financial markets, such as a bank, insurance company, or investment firm.
- A large undertaking, such as a corporation, that meets certain size criteria.
- A government or local authority.
- A person who works or has worked in the financial sector for at least one year in a professional capacity, which requires knowledge of the transactions or services envisaged.
- A person who has carried out significant transactions, in the financial sector, averaging 10 per quarter over the previous four quarters.

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Summary of protections not given to Professional Investors

Disclosures

As a Professional Investor, you may receive less information from the firm about its services, such as fees and charges, and how it reports to you. The firm may also provide less information about how your investments or money are being protected. This means you should be aware that you may not have the same level of transparency as a retail investor.

Appropriateness

As a Professional Client, the firm will assume that you have enough experience and knowledge to understand the risks involved in any investment, product, or transaction. This means the firm can assume you have the skills to make informed decisions without needing additional guidance or explanation from them. However, it is important to remember that all investments carry some level of risk and you should carefully consider your options before making any decisions.

Best Execution

When the firm carries out orders for you, they will take into account different factors to ensure they achieve the best possible outcome for you as a Professional Client. These factors may be different from those used for Retail Clients, and may not only include the total cost of the transaction. This means the firm will consider a range of factors to make sure they are getting the best possible result for you.

Client Order Handling

The firm is not obligated to inform you of any significant issues that could affect the proper carrying out of your order as soon as they become aware of it. This means that there may be some delays or difficulties in executing your order that the firm is not required to tell you about immediately. However, the firm will still make every effort to handle your order properly and inform you of any material difficulties in a timely manner.

Periodic Statements

The firm is required to provide periodic statements to its clients, but the frequency of these statements differs depending on whether you are a Professional Client or a Retail Client. As a Professional Client, you will receive periodic statements every 6 months, while a Retail Client has the right to receive a statement every month. This means that you may receive statements less frequently than a Retail Client, but the firm will still provide you with the required information at regular intervals.

Complaints

Only private individuals and small companies that are Retail Clients have the right to access the Financial Ombudsman Service. This means that if you are a Professional Client or a large company, you may not have access to the Financial Ombudsman Service for resolving any disputes or complaints you may have with the firm.

Investor Compensation

As a client, you will not be entitled to compensation under the Financial Services Compensation Scheme unless we agree otherwise in writing. For the purposes of FCA rules, we will treat you as our client, and you will be solely responsible for any liabilities incurred as our client unless we agree otherwise. If you are acting as an agent for someone else, we will treat you as our customer, and you will be responsible for your transactions with that person.

As a Professional Client or Eligible Counter-party, you have the right to request reclassification and be treated as a Retail Client either generally or for specific transactions. However, we would need to agree to this change in writing before any opt-down is made.

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3. The Services We Will Provide

We provide advice on investments based on the information you provide us about your individual circumstances, requirements, and objectives. If you are an advisory client, you are responsible for making the final investment decision. You should inform us in writing of any changes to your circumstances, requirements, and objectives. We may recommend investments to you that we believe are suitable for you, but you have the right to tell us not to recommend certain investments.

Advisory Dealing

The Advisory Dealing service is designed to provide you with a dedicated specialist adviser who is compliant with the Retail Distribution Review (RDR).

This adviser can offer recommendations on a range of listed investment ideas to complement any existing strategic positions or favoured stocks you currently hold. You will receive trading recommendations for listed securities, focusing on overall portfolio growth and/or income.

The Advisory Dealing service can be either recurring or one-off advice;

Recurring; (ONGOING)

With an ongoing advisory service, Synergy will provide you with regular advice and guidance to help you achieve your financial goals. This service involves continuous monitoring of your investments and periodic reviews to ensure that your portfolio remains aligned with your objectives. Recurring advice is intended to provide ongoing support and enable you to make informed decisions and adjustments as needed to achieve your financial goals.

One-off (NOT ON-GOING)

A one-off advice service is a single consultation with a financial advisor at the time of transaction to address a specific financial issue or question. Unlike an ongoing advisory service, there is no ongoing support or monitoring of a client's investments. It offers a one-time consultation to help clients make informed decisions about a particular financial matter. If you need additional advice in the future, you can return for another consultation as needed.

For clients that wish to trade derivative products such as CFDs and Spread-bets, we will provide in addition to listed securities trading recommendations on non-rolling FX, Indices, and spot commodities trades.
You may have already subscribed to Synergy Signals and can freely discuss the trade ideas with your RDR-compliant investment adviser. The adviser will deliver advice and market commentary on short to medium-term trading on global capital markets based on the proprietary research by Synergy Markets and the broader view.

In providing this advice, we will consider your stated investment objectives, your risk profile, and trading experience as advised to us by you. This service is available only to clients that seek a high degree of market engagement and control over investment decisions while also seeking our views on market themes and opportunities. It is intended to complement an existing portfolio of diversified assets.

Transactions conducted in the account can be dealt on either an advised or execution-only basis, where available, depending on whether you trade to implement a personal recommendation from us to you. Clients benefiting from this service are likely to have a high level of composure in times of market volatility, to have a high level of engagement with the market, and a risk appetite of minimum 3 and 5 for CFDs.

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Risks of Advisory Dealing

As an RDR compliant advisory service, Synergy provides advisory dealing services that are designed to offer investment recommendations based on your individual circumstances, requirements, and objectives. However, it is important to note that this service does not offer ongoing management or advice from Synergy. As such, it is your responsibility to contact your advisor if you wish to make changes to your portfolio.

From time to time, Synergy may proactively provide investment recommendations that it considers to be suitable, but it is not obligated to do so under the terms of this service. It is important to note that while we may recommend an exit strategy, we will not be obligated to identify and communicate advice to exit an existing position, even if that position was initially recommended by us.

Please note that as our Investment Advisers are not acting as investment managers, they are not required to provide advice on the ongoing suitability of your portfolio. In particular, there is no obligation on our advisers to monitor your investments and provide you with published information about the stock, such as other brokers' recommendations and the market consensus opinion of the stock.

We would like to clarify that as an advisory client, our responsibility is to provide you with advice on the merits of specific investments based on the information you have provided to us regarding your individual circumstances, requirements, and objectives. However, the ultimate responsibility for making any final investment decisions always lies with you.

Please note that we do not accept any continuing or ongoing responsibility for advising you on the composition of your portfolio. It is your sole responsibility to inform us in writing of any changes to your individual circumstances, requirements, and objectives that may impact your investment decisions
Possible lack of diversification

The advisory service provided by Synergy is restricted and limited to a specific range of products. This may result in portfolios with a lower level of diversification, and a higher concentration risk when investing in individual securities. It is important to note that this type of trading may increase the risk to your capital. Therefore, you must be willing to accept a higher degree of concentration risk if you wish to participate in the service. To mitigate this risk, we strongly recommend that you regularly review your portfolio.

Potentially high trading volume and frequency

High levels of trading in the Synergy Advisory Dealing service can result in potentially high trading volumes and frequency. You should be aware that this may generate high trading costs on each transaction, including trading commissions, stamp duty reserve tax and other costs such as taxes on capital gains. In addition, if you trade derivative products such as CFDs and Spread-bets, your account may also incur daily financing charges on positions held overnight. Therefore, you should carefully consider the costs and potential impact on your returns before engaging in high levels of trading activity.

The nature of advice from Advisory Dealing

Advisory Dealing service provides advice on listed securities and economic influences, enabling you to make decisions on investment opportunities. However, any resulting decisions will be under your control, and you will assume the applicable risks and rewards of the positions acquired. The adviser will not comment on wider affairs such as global asset allocation or possible tax liability arising from trading. Therefore, it is essential to take reasonable steps to understand your position, including seeking professional advice when necessary, before agreeing to place a trade.

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Execution-only

If you are classified as an execution-only client or have not provided sufficient information on your investment objectives, financial situation, and risk tolerance, we will not provide personalised investment recommendations. We will only execute the instructions you provide to us without providing any advice. It is your responsibility to make informed investment decisions when using our execution-only services.

However, upon your request, we may provide you with investment advice based on the information you have supplied us with, which should be kept up-to-date. If you fail to inform us of any investments you do not want us to recommend, we may provide recommendations on any suitable investments, as long as we have reasonable grounds to believe that they are appropriate for you under the FCA regulations.

We can help you buy or sell different types of investments for you, such as:

- Shares in UK or foreign companies
- Bonds or loans issued by companies, governments, or public agencies
- Contracts for differences (CFDs), which are financial products that allow you to speculate on price movements of assets without owning them directly
- Other similar types of investments that are related to the ones listed above.

We'll work with you to understand your investment goals and help you make informed decisions on what to buy or sell.

If you have an advisory account with us, you can ask us to make transactions for you without providing any advice. This is called "execution only." If you want to buy shares, we won't need any more information from you and we'll carry out your order without giving any advice. However, if you want to buy more complicated products like derivatives, we might need to ask you for more information to make sure it's suitable for you. If you choose not to give us this information, we can't guarantee that the investment will be right for your situation.

Once you submit an order and we accept it, you cannot cancel or change it without our confirmation before the order is executed. We'll do our best to execute your order in the most beneficial way possible, following the FCA's rules and our Best Execution Policy, which you can find on our website.

We will send you important documents, like contract notes and confirmations, through your online account or email. If we don't have your email, we'll send them to the address we have on file for you. These documents are very important, so if you see a mistake, let us know right away.

We may sometimes contact you with information that we think is important and time-sensitive. This could be by phone, email, or other means. We'll do this if we believe it's necessary and appropriate. By agreeing to our terms, you give us permission to contact you in this way.

If you ask us for a quote for a particular transaction, we will provide you with the current market price at that time. However, please note that the price may change between the time we give you the quote and the time you place your order with us. This means that the final price you pay may be different from the quoted price.

When you place an order with us, we will try our best to execute it. However, we cannot guarantee that we will be able to execute the order for various reasons, except in cases of our negligence. We are also not responsible for any losses or expenses that you may incur due to the failure or delay of the order execution caused by factors beyond our control, such as changes in market conditions.

If you have a joint account with another person under these Terms of Business, any communication or instruction from one of you will be considered as coming from all of you. However, if you give us conflicting instructions, we will not be able to act on them. If we need to send you any notices, they will be sent to all parties involved in the joint account. If one person dies or the joint account is dissolved, we may treat the remaining person(s) as the only one(s) entitled to the money and investments in the account. Keep in mind that if you have a joint account, each person is responsible for the account and any losses or expenses incurred will be shared by all parties involved.

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Trade Signals

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Service Delivered

The service is delivered by Telegram, which in our opinion the most effective way to distribute our signals and reach our audience in a timely manner needed to react to signals.

Limitation Of Liability

In no event shall we, nor our directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

We, and our subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Risk Warning

PLEASE BE AWARE THAT TRADE SIGNALS ARE NOT CONSIDERED REGULATED ADVICE AND THEREFORE YOU WILL NOT BE PROTECTED BY THE FINANCIAL OMBUDSMAN SERVICE OR THE FINANCIAL SERVICE COMPENSATION SCHEME.

FOREX, FUTURES, OPTIONS ON FUTURES, CFDS AND OTHER LEVERAGED PRODUCTS INVOLVE SIGNIFICANT RISK OF LOSS AND MAY NOT BE SUITABLE FOR ALL INVESTORS. YOU MAY NOT NECESSARILY GET BACK THE AMOUNT YOU INVESTED. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE PERFORMANCE. CHANGES IN EXCHANGE RATES MAY ALSO CAUSE YOUR INVESTMENT TO GO UP OR DOWN IN VALUE. TAX LAWS MAY BE SUBJECT TO CHANGE. PLEASE ENSURE THAT YOU FULLY UNDERSTAND THE RISKS INVOLVED. IF IN ANY DOUBT, PLEASE SEEK INDEPENDENT FINANCIAL ADVICE.

4. Potential Conflict of Interest.

We have rules to manage situations where there might be a conflict of interest between us and our clients or between different clients. We follow a policy that outlines these situations and the steps we take to manage them. This policy is available to view or download on our website. https://www.synergy-markets.com/conflicts-of-interest-policy-summary

We don't have to tell you about any information that could be confidential or private to someone else, or that we learn about but don't specifically share with the person who is helping you.

We may have interests or duties that conflict with yours, and you agree that we can act accordingly as long as we follow the rules and regulations set by the FCA.

We may receive or pay fees, commissions or other benefits from third parties in relation to the services we provide you, if permitted by the regulations. We will let you know beforehand if we receive any such payments or benefits, including how much they are or how they are calculated, if required by the regulations.

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5. Best Execution

As a retail customer, we promise to make sure that we get the best possible price and cost when we carry out your trades. We will do our best to achieve this by considering different factors and using the best trading venue from a list of venues we have chosen to use. If needed, we may add or remove venues to ensure that we continue to get the best possible outcome for you.

If you want to know more about how we execute your trades, you can ask us for a copy of our Order Execution Policy or access it on our website at https://www.synergy-markets.com/order-execution-policy/. This policy explains how we choose the best trading venue and factors we consider to achieve the best possible outcome for you, taking into account both price and execution costs.

If you give us specific instructions on how to execute your order, we may not be able to take the steps that would give you the best possible outcome for that order.

6. Risk Warnings – General

As a retail customer, you have more protections under these rules than other types of customers. This includes the right to access the Financial Ombudsman Service and coverage under the Financial Services Compensation Scheme. It's important to keep in mind that the value of your investments can decrease as well as increase, and there's a possibility you may not get back the amount you initially invested. If you use leveraged products, there's a risk of losing more than you invested. And remember, just because an investment performed well in the past, doesn't guarantee it will perform well in the future.

Investing in foreign markets is different from investing in the UK market, and sometimes the risks can be higher. If you want to invest in foreign markets, we can explain the risks and any protections that may be available. We will also tell you to what extent we will be responsible if a foreign firm we work with fails to meet its obligations. Keep in mind that your potential profit or loss in foreign markets or contracts can be affected by changes in foreign currency exchange rates.

When you buy shares in smaller companies, also known as penny shares, there is a higher risk of losing money. The difference between the buying price and the selling price of these shares can be significant. If you have to sell them right away, you may get back much less than what you paid for them. The price of penny shares can change quickly and may go down as well as up, so it's important to be aware of the risks before investing.

In some situations, it may be hard or even impossible to sell a particular investment you hold. This can happen when the price of the investment moves very quickly, and trading is stopped or limited by the exchange. Even if you try to limit your losses by placing a stop-loss order, it may not always work as intended because market conditions can make it impossible to execute the order at the exact price you want.

When you trade on certain exchanges, the exchange or clearing house may guarantee the completion of your transaction. However, this guarantee usually doesn't cover you, the customer, if your firm or another party involved in the transaction fails to meet their obligations to you. Your firm can explain the protection provided under the clearing guarantee for any on-exchange derivatives you trade. However, traditional options and off-exchange instruments usually don't have a clearing house, so they aren't covered by this protection.

If Synergy Markets Ltd or any other brokers involved in your transaction become insolvent or default, it could result in your positions being liquidated or closed without your permission. This means that you may not receive back the actual assets you deposited as collateral and could receive cash payments instead. If you have any questions about the extent to which Synergy Markets Ltd will be liable for any insolvency or default by other firms involved in your transactions, please ask us and we will provide an explanation.

When Synergy Markets Ltd trades in shares listed on the Alternative Investment Market (AIM) or other small cap markets, there is a higher risk of losing your investment compared to shares listed on the London Stock Exchange. You should only invest what you can afford to lose and these investments may not be suitable for everyone. If you are unsure, please speak to your investment adviser. It can be more difficult to buy and sell

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shares in small companies, and the difference between the buying and selling price can be wide. This, along with fluctuations in share prices, can mean that you may not get back the full amount invested. AIM and small cap markets are mainly for emerging or smaller companies and have less strict requirements than the London Stock Exchange. Remember, past performance is not a guarantee of future performance.

7. Obligations relating to tax

As a customer, you are responsible for following all applicable laws related to your taxes. You must ensure that you have fulfilled all your obligations for declaring and reporting taxes on the money and assets in your account, as well as any income or profits they generate.

We may consider your taxes when providing our Services to you, but we don't provide tax services or advice on tax laws, regulations, or practices. It's important that you understand the tax implications of using our Services and seek professional advice. We won't be responsible for any negative tax consequences that may arise from your use of our Services.

8. Charges, Equities and Payments for Transactions

We have certain rates for our services, and you'll be charged according to those rates when you use our services.

If you choose Advisory Dealing for Equities and Fixed Income investments, we charge a commission of 1.75% on the first £10,000 and 0.5% on the rest of the transaction. For CFDs, we charge 0.5% for equities and a flat rate of £50 for indices, FX, and Commodities.

If you choose Execution-only for equities and fixed income investments, we charge a minimum commission of £25 on transactions up to £2000. We charge 1.65% on transactions between £2001 - £10,000, then 0.5% on the balance between £10,001 - £20,000, and 0.45% on the balance above £20,000 per transaction. For execution-only CFDs on equities, indices, commodities & non-rolling FX, we charge a flat rate of £50 per transaction.

There may be other service fees that we agree upon, and those will be documented in the Client Engagement Letter. An additional spread will be added to all index and currency trades, so please check with your broker in advance. We'll deduct these charges from your account as agreed.

If you trade often, we may adjust your trading charges to make sure our service is still affordable for you and helps you meet your investment goals. We'll keep an eye on this and usually make changes if you trade more than 25 times every three months or during an account review. You can also ask us to discuss this with you at any time.

Besides our charges, you will also need to pay for any stamp and other duties, taxes, impositions, and fees (regardless of where they are imposed in the world), brokerage clearing and settlement fees, transfer fees, registration fees, and all other charges and expenses that we pay on your behalf. Additionally, if there's any value-added tax or similar charge, you'll need to pay that too.

In addition to paying the commission and charges you owe us, you'll need to pay us back for any costs or expenses we incur because of you. These expenses may include costs for giving information to third parties (like your accountants or auditors), valuations, or our participation in legal proceedings against you.

9. Your Assets

Synergy Markets Ltd, don't keep your assets or money. Instead, authorised providers like Stone-X UK Limited, CMC Markets, IG Markets Ltd, and Jarvis Investment Management Ltd will hold your assets or money. Please note that our Terms of Business should be read together with our service partner's general business terms that they provide.

If you have a balance on your account that you haven't touched in six years and you haven't claimed it, we'll keep it. We will try to find you and give you at least 28 days' notice before doing so. However, if we do keep

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your balance, we promise to make things right if you can later prove that you had a valid claim to the money.

For CFDs and equities (advising), the service provider will send you daily statements of your account including all charges. You can get an up-to-date statement anytime, and your account statements are available online through our service partners, including Stone-X Limited, IG Markets Ltd, and Jarvis Investment Management.

We may take money from your account to cover any money you owe us, and we can do this without telling you in advance. We can also subtract any money you owe us from any money we owe you, so that only the remaining amount needs to be paid.

10. Instructions

It's important for you to review all the paperwork we send you regarding your requests. If you find any mistakes, please inform us right away. If we discover any mistakes in the paperwork we sent you, we'll promptly provide you with corrected documents. You should return the incorrect paperwork to us and reimburse any overpayments.

Instructions to buy an investment. If there's an error when we buy an investment for you, we will either buy the correct investment to put you in the position you wanted to be in or pay you the difference between the correct price and the price you actually paid.

When you instruct us to sell an investment and we do not carry out your instructions correctly, we will pay you the difference between the price you actually received and the price you should have received. It is important that you take necessary actions to keep your account secure.

Before we can sell any investments on your behalf, you must have the legal right to sell them. By instructing us to sell an investment, you are confirming that you own the investment or have the right to sell it. We will consider any instruction we receive from you, or someone who we believe is authorised to act on your behalf, as valid and binding.

We can take instructions from you either by phone or in writing. But sometimes, we might ask you to confirm instructions given over the phone in writing. If you have a joint account, we will only need one account holder's instructions before we proceed.

We may, at our own discretion, accept limit orders from you.

We will confirm that we have received your instructions either by speaking to you or by sending you a message through the mail or email. You can only give us instructions during the hours when the market is open on business days. If you send us instructions outside of these hours, we will process them on the next business day.
We will consider that you have received a message from us two days after we send it by 1st class post, five days after we send it by 2nd class post, right away if we send it by fax, or as soon as it arrives at your internet service provider if we send it to you by email.

Synergy Markets Ltd can do the following at any time:

- Say no to your instructions
- Set a limit on how much or how many you can buy or sell
- Change any existing limit on how much or how many you can buy or sell
- Ask for more information or proof if they are unsure of your instructions. For example, if you want to buy or sell an investment in someone else's name, Synergy Markets Ltd may need proof that you are authorised to do so.

As our customer, you agree to inform us immediately in case of the following situations:

- If you lose, disclose, or someone uses your account code without your permission
- If you do not receive confirmation by post within three business days after we have executed your dealing instructions
- If you receive confirmation of a deal that you did not place

Please notify us immediately if any of these situations occur.

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11. Data Protection and Disclosure of Information

To protect your personal data, we may process information about you (using computer systems or other methods) as part of our duties under these Terms of Business. This includes our associates and Synergy Markets Ltd. We will comply with the applicable data protection laws at all times.

As part of our obligation under the FCA rules, we need to verify your identity. We may need to ask you some questions and request certain information from you for this purpose. You agree that all information you provide to us will be truthful, and you give us permission to share this information with other parties, as needed, to comply with any regulatory requirements.

We need to keep records of the information you provide us with in order to manage your account and assess risks. This information may be stored on computer systems and used for marketing purposes. We may also share your personal information with Synergy Markets Ltd to provide our services to you. Additionally, we may share your information with credit reference agencies to check your credit history. By signing up with us, you agree to us using your information in this way. If you don't want us to use your information for marketing purposes, please let us know.

We may collect and use your personal information that you provide to us when using our services. This includes using your information to provide the services, manage your account, and conduct credit checks or assessments. We may also share your personal information with third parties for these purposes. We will keep your information private and only use it for the purposes stated in these Terms of Business. If we receive confidential information from you, we will keep it confidential as long as it is not already known by the public. By agreeing to these Terms of Business, you are giving permission for your personal information to be sent outside of the European Union/European Economic Area.

We will keep records of your personal information to help us provide our services to you and to comply with the law. We may share your information with third parties if it's necessary to carry out your instructions. You have the right to request a copy of the information we hold about you and to have it corrected if it's inaccurate. However, we may not be able to delete the information unless we're required to by law. By agreeing to these Terms of Business, you consent to our recording and processing of your personal information.

We may contact you to tell you about our products and services that we think you might like. When you agree to these Terms of Business by filling out the account opening paperwork, you are giving us permission to do this. We may record our phone conversations with you without asking for your permission. These recordings will belong to us, and we can use them as evidence in case of any disagreement between us. By agreeing to these Terms of Business, you accept this.

We are required by law and regulation to keep records related to our business relationship with you. We will keep these records for at least six years after our relationship ends. We may need to keep them for longer if required by law or our agreement with you. By using our services, you allow Synergy Markets Ltd (or any future company that takes over) to access the information about you that our service providers hold. This access agreement only applies to the data held by these providers.

We will only have access to your information while you are our client or after you have left, for historical purposes. When you sign up to be our client, you allow us to always have access to this information. You also give us permission to ask the companies that hold this data (such as Gain Capital UK Ltd, IG Markets Ltd, CMC Markets Ltd and Jarvis Investment Management Ltd, and their related companies) for your information and agree to let us see it. This permission also applies to any companies that take over Synergy Markets Ltd in the future.

12. Complaints

If you have any complaints regarding the services provided by Synergy Markets Ltd as part of this agreement, please let us know directly. We will investigate your complaint in accordance with our complaints handling procedure.

If you have any complaints, please contact our Compliance Officer, Stephen Meli, using the following details: Stephen Meli, Synergy Markets Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire, RG9 1AT. You can

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email Stephen at stephen.meli@synergy-markets.com or call him at 0203 868 8821. You can submit your complaint orally or in writing. We will try to resolve your complaint as quickly as possible, and we will acknowledge receipt of your letter within five business days. In our acknowledgement, we will provide you with a copy of our internal complaints handling procedure. After we have resolved your complaint, we will send you a final response letter explaining how we resolved your complaint and any applicable remedy. If you are not satisfied with our final response, you have the right to refer your complaint to the Financial Ombudsman Service, and we will provide you with a leaflet detailing the procedure in our final response.

13. Compensation

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

14. Amendments to the Terms of Business

We may change the rules that we have for doing business with you at any time. We might do this to make things more fair for you, easier to understand, to correct a mistake, to keep up with changes in the market, to follow new laws or rules, or for any other valid reason. If we make any changes to these rules and you don't tell us you don't agree with the changes in writing, we'll assume you're okay with the new rules. If you don't agree with the changes, you can end our agreement.

15. Liability

We won't be responsible for any losses you experience unless we did something wrong on purpose, didn't do something we should have, or were negligent. This means that if we break any of the rules we agreed to, we won't be responsible for any direct losses you suffer, such as lost profits, expenses, or damages. Also, we won't be responsible for any taxes you have to pay because of any transactions we help you with.

We won't be responsible or liable for any losses or damages you suffer as a result of us not doing what we promised to do for you, including things that are out of our control like computer malfunctions or third-party services not working. We also won't be responsible for any communication breakdowns between us and you or between us and any other parties involved in your transactions. Finally, we won't be responsible for anything that goes wrong if we don't have accurate information from you or from any other parties involved in our transactions.

We shall not assume any liability for the acts or omissions of third-party service providers involved in our business dealings, provided that we have previously communicated their identity to you.

We want you to know that these terms don't take away or limit any rights or protections that you have under the FCA rules or the Financial Services and Markets Act 2000. We also don't expect you to protect us from any mistakes we might make that go against these rules and laws.

You agree that we only have certain responsibilities and duties to you as outlined in the Terms of Business. We don't have any other obligations to you, even if we're acting as your fiduciary (someone who is legally bound to act in your best interest) or in any other capacity.

16. Termination

You or Synergy Markets Ltd can end this Agreement by giving written notice, effective immediately.
If the Agreement is terminated, any outstanding transactions and payments due must be settled immediately.
If you want to transfer or re-register your securities or open positions, there will be a fee to cover the costs.
A reasonable administration fee will be charged for transferring management of your positions or altering the Power of Attorney that lets Synergy Markets Ltd operate your account.
If you want to close your account, you must send us written and signed notification.
If we suspend or end your use of the service, we won't be responsible for any losses due to a decrease in the value of your investments between the purchase and sale dates.
If you're an individual and we receive notification of your death, the Agreement will terminate automatically.

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If Synergy Markets Ltd or its agents become bankrupt, are found guilty of criminal activity, or break important financial responsibilities, the Agreement will automatically end.

17. General

If either of us chooses not to exercise any right, power, or privilege granted in these Terms of Business, this does not mean that we have waived that right, power, or privilege. It also does not mean that we cannot exercise it in the future or that we have given up any other rights or privileges.

The rights and remedies provided in these Terms of Business are cumulative, meaning that they are not the only rights and remedies available to us under the law.

You agree that we can transfer or assign any of our obligations or rights under these Terms of Business to another party if we choose to do so. This new party must be allowed to carry out the same business as us, if required.
We have the right to appoint sub-contractors, agents, or other parties to perform any obligations or functions that we are required to carry out under these Terms of Business, as we see fit.

Your rights under these Terms of Business are personal to you and cannot be transferred to anyone else. You cannot assign your obligations to anyone else without our written permission.

If there is any inconsistency between these Terms of Business and any rule of the FCA or any exchange or market, the relevant rule will take precedence. References to any statute, legislation, or rules shall be to those that are amended or extended from time to time. If any part of these Terms of Business is found to be unenforceable or illegal, that part will be considered invalid, but the rest of the Terms will still apply.

Only the parties to these Terms of Business can enforce and benefit from them. The Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms. We have the right to amend, suspend, or terminate any or all of the Services we provide, with or without notice.

We may employ agents on any terms that we think are appropriate.

18. Entire Agreement

These Terms of Business are governed by English Law and you agree to the exclusive jurisdiction of the English courts in the case of any dispute regarding them. This document sets out all of the Terms of Business relating to our provision of services to you, subject to any subsequent amendments that may be notified. If any part of this agreement is found to be invalid or unenforceable by any court, this will not affect the rest of the agreement, which will remain in full force and effect.

19. CFD RISK WARNING

RISK WARNING FOR CONTRACTS FOR DIFFERENCES ACCOUNTS

Introduction

Before investing, it is important to understand the risks involved. Past performance does not guarantee future performance, and you may not get back the amount you invest. The value of your investments and income from them may go down as well as up and are not guaranteed.

Products such as Contract for Differences (CFDs) and Spread Bets are high-risk and use leverage/gearing, which means you could potentially earn above-average returns but also carry the risk of substantial losses, potentially exceeding your initial deposit. These products are not suitable for investors seeking to preserve capital or minimise their exposure to capital loss.

Other lower-risk investment options include bank accounts that carry a low risk of capital loss and are covered by deposit compensation schemes such as FSCS. British government bonds are also low risk, while equities are exposed to market risk. A diversified portfolio of holdings managed over time may produce returns but also carries the risk of some capital loss.

It's important to only invest money you can afford to lose. Keep in mind that tax rates and exchange rates may change in the future, which could affect the value of your investments.

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Scope

As a client of Synergy Markets Ltd, the following terms and conditions will apply to your transactions involving Contingent Liability Transactions in CFDs. Please note that in some cases, you may be required to make additional payments beyond your initial deposit.

Transactions will generally involve Contracts for Differences (as defined in The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) based on the value of an underlying instrument such as a quoted share in a company, index or commodity. It's important to note that you will not receive delivery of the underlying instrument, nor will you own it.

Please keep in mind that the product information provided in this document may not be a complete description of all aspects of the product, and that specific products may be tailored to suit a particular client or market, which may result in differences from the information provided here. The terms of your specific transactions will take precedence over the product description and information provided in this document.

CFDs

Before engaging in any CFD trading, it's important to understand the terminology, jargon, and procedures involved. Synergy Markets Ltd has provided information on this topic and you should contact them if you need further explanation before opening an account.

It's important to note that CFD trading carries a high level of risk due to the leverage and gearing involved. Although you only need a small deposit to start trading, you may experience significant gains or losses. We provide information on the risks involved in our Investment Risk warnings, which are available on the account opening form. While the Risk Warning notice is helpful, it may not cover all the risks involved in CFD trading. You are responsible for ensuring that you understand all the risks before engaging in any transactions with us.

CFD transactions involve a contract between you and the provider where you agree to exchange the difference between the opening and closing price of the Underlying Instrument multiplied by the number of units detailed in the contract. You can take a view on the price of the Underlying Instrument increasing by "Going Long" or decreasing by "Going Short". The Bid Price is always less than the Offer Price.

If you were Going Long, the opening price of the units in the Underlying Instrument would be fixed at the Offer Price. If the Bid Price at the end of the contract is greater than the Offer Price at the commencement of the contract, you'll receive a sum calculated by multiplying the number of units by the difference between the Offer and Bid Prices. However, if the Bid Price doesn't exceed the Offer Price, you'll be required to pay the difference. Similarly, if you were Going Short, the opening price of the units in the Underlying Instrument would be fixed at the Bid Price. If the Offer Price at the end of the contract is less than the Bid Price at the commencement of the contract, you'll receive a sum calculated by multiplying the number of units by the difference between the Bid and Offer Prices. If the Offer Price is greater, you'll be required to pay the difference.

Regardless of how the price of the Underlying Instrument moves, you'll be required to pay commission, applicable interest charges, and Variation Margin. When entering into a new CFD transaction to close out an existing transaction, both sets of obligations will automatically terminate upon entering into the second CFD transaction, except for any settlement difference payment due in respect of such closed-out CFD transactions.

Margin & Leverage

When trading in CFDs, you will need to provide a specific amount of margin, which we will use to leverage your trade. This means that you will be exposed to a higher level of risk. Leverage refers to the multiple by which the notional amount traded exceeds the required margin to trade.

Stop, Limit Loss & Take Profit Orders

We offer facilities to help you manage and reduce your risk. It is highly recommended that you consider using these facilities. If you wish to have specific stop loss levels included in your account, please make a written request at the time of opening your account. We will review your request and if accepted, these terms will be included in our agreement with you. Please note that such inclusion is subject to our explicit written acceptance.

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Stamp Duty
At present, individuals who purchase CFDs are not obligated to pay any stamp duty.

Equity CFDs: Dividends & Company Meetings
When you hold a long equity CFD position, you will receive payments equivalent to the dividends that would have been paid out to a regular shareholder. However, when you hold a short CFD position, you will be required to make payments equivalent to the dividends that a regular shareholder would have received.

Please note that as an equity CFD holder, you will not have the right to vote in any company meetings.

Netting
This Annex applies to CFD Transactions and it means that they will be considered as "Netting Transactions" according to the Terms of Business of CFD providers such as Gain Capital UK Limited, IG Markets and CMC Markets Ltd. In the event of a default, the "Netting Clause" will be applied to terminate and liquidate these transactions. However, this clause will not apply to Futures and Options Transactions that are subject to conflicting or overriding provisions initiated by a Market or clearing organisation under the applicable law and regulations.

Trading Times
For most CFDs, prices quoted will be in CFDs when the market for the underlying instrument is open.

Commission
CFDs come with high commission fees. When you enter into a CFD contract, the CFD provider will charge you commission, which can be as high as 0.5% per transaction. More information about the commission rates will be provided to you in the account opening documents.

Interest
When you hold onto a CFD position overnight, you may be charged or paid interest depending on whether it is a long or short position. The interest rate and whether you will be charged or paid will be agreed upon between you and Synergy Markets Ltd. The interest rate may vary depending on whether you are taking a long or short position.

Please note that Synergy Markets Ltd may earn a profit from the difference in interest rates offered to those taking a long position and those taking a short position by the CFD provider.

Additional Charges
If you ask Synergy Markets Ltd to close your positions and stop trading on your behalf, there will be no extra fees charged. However, if you transfer your positions to another broker or revoke the Power of Attorney that allows Synergy Markets Ltd to manage your account, there may be charges applied in accordance with Clause 10 and 18 of the Terms of Business.

Termination
If you terminate the Power of Attorney agreement with Synergy Markets Ltd or the CFD provider, you will be solely responsible for managing your account and any open positions from that point onwards. Please note that contacting Synergy Markets Ltd or the CFD provider is required to terminate the Power of Attorney agreement.

Interpretation
If there is any disagreement between the clauses in this Annex and the Terms of Business, the clauses in this Annex will take precedence. Just because a clause is included in this Annex for one type of Market Transaction doesn't mean that a similar clause can't be included for another type of Market Transaction.

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AGREEMENT TO TERMS OF BUSINESS

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

Name: _____

Signature: _____

Date: _____

Additional account holder where applicable:

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

Name: _____

Signature: _____

Date:

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