

TERMS OF BUSINESS

November 2023

TERMS OF BUSINESS FOR SHARE DEALING AND OTHER INVESTMENTS

These terms are issued by P3 Wealth Ltd (“P3W”), who are authorised and regulated by the Financial Conduct Authority and will apply to “P3W” trading services.

The purpose of these terms of business (“Agreement”) is to set out the basis on which P3 Wealth Ltd (“P3W”) will provide services to you in relation to Stock Trading and investing in Money Market Funds (“investments”). Stock Trading services will be provided by DriveWealth LLC (“DriveWealth”). You will be introduced to DriveWealth, who will act as your executing broker and clearer. You will contract with the DriveWealth as principal and will also be subject to their terms and conditions. Money Market Funds investing is a service provided by BlackRock, Inc, and its affiliates (“BlackRock”). You will be introduced to BlackRock, who will act as fund manager and distributor, and will also be subject to their terms and conditions. Any other services provided by P3W (or Privat3 Money Ltd) will be subject to additional terms and conditions.

Please read this Agreement carefully as it contains important provisions concerning the services we have agreed to provide you. You should also carefully review any associated documents that accompany this, in particular P3W Risk Warnings. Please let us know as soon as possible if there is anything that you do not understand in this agreement.

All dealing, administration and settlement in relation to these services is undertaken by DriveWealth and/or BlackRock (together, “the Investment Firms”), depending on your choice of investment. You and the Investment Firms will be direct counterparties to each transaction. For terms and conditions with reference to trading services, please refer to each of the respective Investment Firm's terms of business (***see Appendix***).

YOUR CAPACITY

As notified to you separately, P3W will treat you for all purposes and all services introduced as a Professional Client. You represent and warrant that you are over the age of 18.

INSTRUCTIONS

All P3W clients must already be clients of Privat3 Money Ltd (“P3M”), an Authorised E-Money Institution (“AEMI”) and technology provider, and have access to their banking & trading app (“P3M app”). Through the P3M app, P3W will be solely responsible for: passing any trading instructions on your behalf to DriveWealth for execution and settlement of any shares purchased or sold; or to BlackRock for subscribing to / redeeming from any of the money market funds available to you. P3M will only act on your specific instructions. P3M will have no discretion in the operations of your account, other than to pass instructions to DriveWealth or to BlackRock.

GENERAL TERMS AND CONDITIONS FOR BUSINESS

OUR CAPACITY

1.1 P3W is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, in the conduct of investment business in the UK, Firm Registrations Number (FRN) 806934. Our registered office is at 23 Hill Street, London, W1J 5LW, United Kingdom. P3W have internal procedures for handling complaints fairly and promptly. You may send a complaint to us by letter or e--mail for the attention of the Compliance Officer. As a Professional Client, you may have the right to complain to the Financial Ombudsman Service. Please contact us if you would like further details about our complaints procedure. We participate in the Financial Services Compensation Scheme which, for clients covered, currently pays compensation for business covered up to £85,000 for each event.

SERVICES

2.1 P3M will accept instructions from you and transmit such Instructions to the designated Investment Firm, in accordance with the terms of this Agreement to execute contracts in Investments (“the Services”). P3W will not provide you with investment advice and recommendations in relation to investments.

2.2 Please note that prices of Investments can move very quickly and, whilst P3W/P3M will make its reasonable endeavours to monitor your open positions and advise accordingly, it will still remain your sole responsibility to manage and monitor those positions.

FEES & COMMISSIONS

3.1 Details of fees and commission charged or received by P3W, P3M, DriveWealth and BlackRock in respect of the Services will be disclosed to you in a Fee Schedule prior to the opening of your account with P3W.

3.2 All fees and commissions payable to or received by P3W / P3M are stipulated in the Fee Schedule. You agree that P3W may share commissions with our connected companies or other third parties.

CONFLICTS OF INTEREST

4.1 P3W has implemented a conflict of interest policy ('The Policy'). The Policy documents the conflicts of interest arising from the activities undertaken by P3W and the measures adopted to mitigate the risk of damage to customer interests which might otherwise result from such conflicts. P3W has put in place arrangements relating to the supervision of staff and limitations on personal account dealing. P3W does not conduct any corporate finance activities. Further details of the Policy are available on request.

DATA PROTECTION

5.1 P3W will retain your records for a minimum period of 5 years following the termination of this Agreement. This period may be extended by force of law, regulatory requirement or agreement between you and P3W. By entering this Agreement, you consent to our keeping information about you in written and electronic format in accordance with the General Data Protection Regulation ("GDPR") and Data Protection Act 2018 ("DPA2018"). You have the right to review this information at any time. P3W will provide you with a copy of this data in accordance with our schedule of charges and upon a written request.

COMMUNICATION

6.1 P3W / P3M may contact you on any telephone number provided by you to us. You understand and consent that all telephone calls may be recorded and such recording remains the sole property of P3W. You also understand and consent that P3W may rely on these recordings in the event of a dispute.

6.2 P3W will act upon written or verbal instructions, unless a specific form of communication is specified elsewhere in the Agreement when P3W will only act on instructions in the specified form. By entering this Agreement, you are accepting the transmission of electronic communications from P3W. You have the option to refuse this form of communication every time an e--mail is sent. All communications under this Agreement will be in English.

EXCLUSION OF LIABILITY

7.1 Neither P3W nor its directors, officers, employees or agents will not be liable (whether in contract or in tort or otherwise) for any direct or indirect losses, damages costs or expenses incurred or suffered by you unless arising directly from our or their negligence, wilful default or fraud; or special, indirect, incidental, punitive or consequential damage.

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7.2 P3W shall not be liable for any loss or expense you incur by reason of any reasonable delay or change in market conditions before any particular transaction is affected.

7.3 However, the provisions set out in this section 7 shall not exclude or restrict any duty which P3W have in relation to you under any liability which P3W may incur under the Financial Services and Markets Act 2000 or under those Rules in respect of a breach of any such duty.

TERMINATION

8.1 Subject to all existing rights which may then have accrued, or prior events which may lead to such rights accruing, you or P3W may terminate the Agreement on reasonable written notice to the other. Such termination will take effect within 7 days from the receipt of the notice. Termination by either party shall not affect any

Instructions or other transactions previously entered into and accepted and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve you of any obligations arising of any deficit balance.

8.2 BlackRock Money Market Funds. Specifically with regards to investments in BlackRock's Money Market Funds ("MMFs): The MMFs offered by P3W are highly liquid; subscriptions and redemptions can be processed daily, as per BlackRock's Dealing Procedures (<https://www.blackrock.com/cash/en-gb/account-resources/account-resources-t4#dealing-procedures>) and Fund Information Guide (<https://www.blackrock.com/cash/literature/brochure/ics-fund-information-guide.pdf>). Nevertheless, upon subscribing to any one or more MMFs, you agree you will remain continuously subscribed to at least one MMF, and will provide written notice to P3W ninety (90) calendar days prior to completely terminating your subscriptions to the MMFs offered to you by P3W.

RISK WARNING NOTICE

9.1 We recommend you read the P3W 'Risk Disclosure Notice' which provides you with information to help you understand the nature and risks of our products and services. However this 'Risk Disclosure Notice' does not necessarily disclose all the risks and other significant aspects of investing in stocks and money market funds. You should not engage in trading these products unless you understand the nature of trading these markets, how it works, how you make a profit or a loss and the extent of your exposure to risk and loss. If you are in any doubt you should seek professional advice.

MISCELLANEOUS

10.1. **Notices:** Unless otherwise agreed, all notices, instructions and other communications to be given by P3W to you under this Agreement may be verbal or in writing and shall be given to your last known home address, place of work, telephone number (including a telephone answering machine), email address or other contact details. All notices, instructions and other communications to be given to P3W by you under this Agreement should be sent to the P3W Compliance Officer.

10.2. Any notice, instruction or other communication shall be deemed to have been duly given when received. You will notify us in writing of any change of your address or other contact details in accordance with this clause.

10.3. Assignment: This Agreement shall be for the benefit of and binding on our respective successors and assigns. No assignment of this Agreement or any rights hereunder shall relieve you of any of your obligations or liabilities hereunder.

10.4. Time of essence: Time shall be of the essence in respect of all obligations of yours under this Agreement (including any transaction).

10.5. Entire Agreement: This Agreement, the Terms and Conditions and any references to other agreements therein, together with any schedules attached thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, agreement and representations with respect to the subject matter.

10.6. Waiver: P3W are entitled to waive or relax any of this Agreement from time to time without notice to you; no failure or delay in exercising or relaxation by us of this Agreement shall operate as a general waiver of the relevant term, condition, right or power and no partial or single exercise of any term, condition, right or power shall preclude any other or further exercise of some or any of our other rights and remedies against you. In particular, and without limitation, where this Agreement specifies certain limits or parameters to your trading activities or margin requirements, P3W shall be entitled from time to time and with or without notice to you to allow you to breach such limits or parameters.

10.7. Third party rights: No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

10.8. Cooperation for proceedings: If any action or proceeding is brought by or against us in relation to this Agreement, the Terms and Conditions or arising out of any act or omission by us required or permitted under this Agreement or the Terms and Conditions, you agree to cooperate with us to the fullest extent possible in the defence or prosecution of such action or proceeding.

11. DISPUTE RESOLUTION

11.1. Governing law: This Agreement shall be governed by and construed in accordance with English law.

11.2. Jurisdiction: Without prejudice to your rights (if any) in this Agreement, each of the parties irrevocably:

11.2.1. agrees that the courts of England shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement (“**Proceedings**”) and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and

11.2.2. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

APPENDIX

Please refer to P3 Wealth's Disclosures available at <https://www.privat3money.com/trading-app/>

All dealing, administration and settlement in relation to the services contemplated in these Terms are undertaken by DriveWealth and/or BlackRock (together, "the Investment Firms"), depending on your choice of investment. You and the Investment Firms will be direct counterparties to each transaction. Please refer to each of the respective Investment Firm's disclosures as follows.

DriveWealth

- Additional DriveWealth disclosures including the "Customer Account Agreement" and "Client Relationship Summary" available at <https://legal.drivewealth.com/>
- DriveWealth Cash Management Program Disclosure Statement available at <https://legal.drivewealth.com/cash-management-program-disclosure-statement>. Prospectus for the Money Market Fund available here: https://www.dreyfus.com/content/dam/im/documents/compliancedocs/summary-prospectus/annual/0582_sum.pdf

BlackRock

- For detailed information about the full range of BlackRock ICS Money Market Funds, including:
 - The funds' risk, performance and portfolio characteristics
 - The funds' Key Investor Information Document (KIID)
 - A breakdown of the portfolio's holdings
 - The holdings' maturity
- <https://www.blackrock.com/cash/en-gb/products/cash-funds?type=mutualFunds&style=All&view=perfNav>
- For Professional Investors Only. BlackRock Terms and Conditions here: <https://www.blackrock.com/cash/en-gb/terms-and-conditions-t4>
- A money market fund (MMF) is not a guaranteed investment vehicle. An investment in MMFs is different from an investment in deposits; the principal invested in an MMF is capable of fluctuation and the risk of loss of the principal is to be borne by the investor. An MMF does not rely on external support for guaranteeing the liquidity of the MMF or stabilising the NAV per share. The credit ratings were solicited and financed by BlackRock.



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**P3's trading
platform**

P3 Wealth is an introducer/arranger to DriveWealth [www.drivewealth.com/], a leading FINRA-regulated broker in the USA. P3 Wealth clients are offered an execution-only service, and access to analysis permitting a person to view and/or use content provided in this report. This content is not intended to and does not change or expand on the execution-only service. Such content is therefore provided as no more than information. It is not a solicitation or a recommendation to trade securities and should not be construed or interpreted as financial advice. Any examples given are provided for illustrative purposes only and no representation is being made that any person will, or is likely to, achieve profits or losses similar to those examples. P3 Wealth is not responsible for any trading decisions taken by persons not intended to view this material.

The value of shares, ETFs and other listed securities bought through a share dealing account can fall as well as rise, which could mean getting back less than you originally put in. Please see our Policy Documents & Disclosures available on <https://www.privat3money.com/trading-app/>