

SJP Unit Trust and ISA



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Your Investment with St. James's Place.

This document sets out the terms and conditions which summarise how we will manage your Account.

This document and the declarations you made when you invested form the contract between you and St. James's Place Investment Administration. The full terms and conditions that apply to any of the unit trusts you invest in are set out in the

Prospectus, which is available on request from your St. James's Place Partner or our Administration Centre.

A separate contract, the Services and Costs Disclosure Document, governs the advice services that you receive from St. James's Place Wealth Management and your St. James's Place Partner.

Contacting us

If you have any questions about your Account or need any further information, please contact your St. James's Place Partner. Alternatively, you can contact our Administration Centre, quoting your Account Number from your Investment Certificate. The address of our Administration Centre is St. James's Place Investment Administration, Administration Centre, PO Box 9034, Chelmsford, Essex, CM99 2XA and the telephone number is 0800 027 1031.

Complaints

We are regulated by the Financial Conduct Authority whose address is FCA Head Office, 12 Endeavour Square, London E20 1JN, website www.fca.org.uk. If you are not satisfied with our service, you can make a complaint by contacting us at our Administration Centre. If you are not satisfied with our response you can complain to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR; Telephone 0800 023 4567, Website: www.financial-ombudsman.org.uk. Complaining to the Ombudsman will not affect your legal rights.

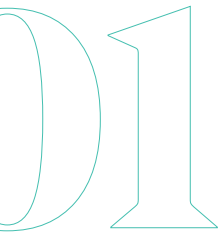
REFERENCE: SJP4329_B4 (08/25)

Provided we accept your application, your Account will start as soon as possible after we receive your investment and any other information we require at our Administration Centre. For this purpose, where payment is to be made by Direct Debit mandate, we will assume that payment is received on the date the first payment is due.

Where the term "ISA" or "ISA Account" is used in these terms and conditions, this also includes Junior ISA or Junior ISA Account unless stated otherwise.

Throughout this document, where "we", "our" or "us" is used it refers to St. James's Place Investment Administration. For Unit Trust

Accounts and ISA Accounts, references to 'you' and 'your' in this document refer to the Owner. For Junior ISA Accounts, references to 'you' and 'your' in this document refer to the Registered Contact, unless stated otherwise. However, all Junior ISA Account investments are held for the beneficial ownership of the Named Child on the Junior ISA Account. Section 10 of this document contains additional conditions that apply only to Junior ISA Accounts. The other sections also apply, except where stated otherwise.



Making investments

If you would like to make an investment into a St. James's Place Unit Trust Account, ISA Account or Junior ISA Account, then please contact your St. James's Place Partner.

1.1 How much can you invest?

There are Government limits on the maximum amount you can invest in an ISA Account or Junior ISA Account in each tax year.

The minimum amounts we accept for each type of investment are given in Appendix 2.

1.2 How can you invest?

Regular investments

You can make regular investments by Direct Debit. You may stop making regular investments at any time. No penalty will be applied and the investment will continue, provided the value of your investment does not fall below the minimum Account Value shown in Appendix 2. With the exception of Junior ISA Accounts, if less than the minimum Account Value has been invested, we reserve the right to cash in your Account and pay you the proceeds.

For ISA Accounts, we will stop or reduce the collection of regular investments if the total amount invested has reached the Government limit on the amount you can invest each tax year. We will then resume collecting regular investments in the following tax year.

Automatic changes with ISA limit changes

For ISA Accounts you can choose whether to invest the maximum amount the Government allows into your ISA Account each tax year. We will always write to you before we increase your Direct Debit investment amount whenever the ISA Account or Junior ISA Account limits increase, and you can cancel or reduce the amount of the increase if you wish to. The Government limit on the maximum amount you can invest may also decrease, in which case we will automatically decrease your Direct Debit investment amount.

Automatic increases to regular investments

For Unit Trust Accounts or, if you are not investing the maximum amount the Government allows each year, ISA Accounts or Junior ISA Accounts, you can choose for your regular investments to increase automatically. Any automatic increase is not subject to the minimum increase amounts given in Appendix 2. You can choose automatic increases of:

- ◆ A fixed percentage between 1 and 15%; or
- ◆ The annual percentage increase in the Average Weekly Earnings Index; or
- ◆ The greater of the annual percentage increase in the Average Weekly Earnings Index and 10%.

If you select automatic increases in line with the Average Weekly Earnings Index and if the index decreases, we will not automatically reduce your regular investments. In these circumstances, your regular investments will remain unchanged.

If you would like to choose this option after your regular investments have started, you should contact your St. James's Place Partner or our Administration Centre.

For ISA Accounts, we will make any increase to your regular investments on the first day of each tax year. For Unit Trust Accounts we will make any increase on a date you request when submitting an application to start the regular contributions or, if no date is requested, on the first day of each tax year.

Each year, we will remind you of your chosen increase and apply this increase. If you wish to prevent the increase, change its amount, change the review date or stop automatic increases, you must tell us at least two weeks before the increase is due to happen.

Single investments

One-off investments may be made at any time, by payment methods accepted at

the time. These are currently debit card, electronic payments or cheque. You can contact your St. James's Place Partner or our Administration Centre for details of the latest payment methods. If your investment instruction is provided directly to our Administration Centre, you should note that we are not required to assess the appropriateness of the unit trusts selected. Please contact your St. James's Place Partner if you have any queries regarding your investment selection.

Transfers from another ISA, Junior ISA or Child Trust Fund

Any transfer of funds from an existing ISA, Junior ISA, Child Trust Fund or matured Child Trust Fund must be made by cheque or telegraphic transfer directly from your current ISA Manager or Child Trust Fund provider. If you already hold St. James's Place unit trusts within another ISA, you can transfer the assets directly to your St. James's Place ISA Account. We are unable to accept direct transfers of other investments into your ISA Account.

Following a transfer, we will accept all payments made by a previous ISA Manager in respect of dividends to which you are entitled.

Additional Permitted Subscriptions

For ISA Accounts, we will accept contributions in respect of Additional Permitted Subscription allowances that have been transferred from your deceased spouse's former ISA Manager. If you do not use the full allowance, then you may later also make further subscriptions for the remaining allowance. We can only accept Additional Permitted Subscriptions within three years of the date of death or, if later, 180 days of the completion of the administration of the deceased estate.

We can accept Additional Permitted Subscriptions as cash contributions and, where we were the ISA Manager and you have inherited the assets, we are also able to accept a transfer of the assets from your deceased spouse's former St. James's Place ISA Account as an in-specie contribution. We can only accept transfers of assets provided

we receive your instruction within 180 days of beneficial ownership passing to you.

We are unable to accept in-specie transfer of assets from other ISAs that your deceased spouse may have held where St. James's Place is not the ISA Manager.

1.3 When will units be purchased?

If you make regular investments, we will purchase units in the unit trusts you select at the next valuation point after payment is due under the Direct Debit mandate.

If you make one-off investments, including transfers, we will purchase units in the unit trusts you select at the next valuation point after your investment and appropriate instructions are received at our Administration Centre. The St. James's Place unit trusts are normally valued and priced at noon on each business day.

1.4 If you are using your Unit Trust Account to fund ISA Accounts and/or Junior ISA Accounts, when will investments be transferred?

Each year, on the third Friday of April that is a business day, we will sell units in the unit trusts you hold in your Unit Trust Account and, on the same day, invest the proceeds into units in the same unit trusts within the relevant ISA Accounts and/or Junior ISA Accounts.

We will, where possible, sell units in proportion to the value of all unit trusts held in your Unit Trust Account.

Where more than one ISA Account and/or Junior ISA Account are being funded and the value of your Unit Trust Account is less than the ISA Account / Junior ISA Account allowances for all of them, we will invest first into all of the ISA Accounts subject to the limit for each. Once any ISA Accounts have been maximized, we will share any remaining amount between all of the Junior ISA Accounts subject to the limit for each.

If you make additional investments into your Unit Trust Account on or after the third Friday of April that is a business day, these will not be transferred into ISA Accounts until the following tax year.

The sale of units from your Unit Trust Account to transfer your investment into ISA Accounts and/or Junior ISA Accounts is a disposal for Capital Gains Tax purposes and a liability to Capital Gains Tax may arise.

If the Government limits on ISA investments increase during a tax year, we may make a further transfer from your Unit Trust Account into the relevant ISA Accounts, and will write to tell you if we do so.

You can make further investments into an ISA Account using the methods described in section 1.2, subject to the limits set by the Government.

1.5 What are your cancellation rights?

You can change your mind and cancel your investment before you receive your documentation or up to 14 days after you receive it. If you decide to do so we will return the lower of the original investment or its current value. We will not refund any ongoing charges that have been deducted.

Investments into a Junior ISA Account are gifts to the Named Child and, if the Registered Contact decides not to proceed and cancels the investment, the money will be returned to the Registered Contact even if the investment was made by someone else.

If you are transferring units from a Unit Trust Account to ISA Accounts and/or Junior ISA Accounts, then these cancellation rights only applied when you made the initial investment into a Unit Trust Account and they do not apply when the investments are transferred into your ISA Account and/or Junior ISA Accounts.

If you wish to cancel your investment you should contact your St. James's Place Partner or our Administration Centre.

1.6 If you cancel an ISA investment within the 14-day cancellation period, can you re-subscribe to an ISA in the same tax year?

Junior ISAs

If you (the Registered Contact) change your mind within the 14-day cancellation period, you can cancel the investment. You will be free to re-subscribe to any Junior ISA for the child, but you should note that the ISA Regulations permit a child to be the Named Child on only one stocks and shares Junior ISA at any one time.

Other ISAs

If you change your mind within the 14-day cancellation period, you can cancel the investment. You will be free to re-subscribe to any ISA within the same tax year.

Withdrawing money

2.1 Do the unit trusts make distributions of income?

When you made your investment, it would have been in either income or accumulation units in the unit trusts you selected. If you elect to invest in income units, we will arrange for any distributions of income from the units held within your Account to be paid to you. Alternatively, you may ask us to reinvest the income, which will first be paid into your Transaction Account and then reinvested as described in section 5.4. Any distributions of income which cannot be allocated to investors will be paid to a charity of our choice. If you prefer to invest in accumulation units, the income will be retained within the value of the units.

For a Junior ISA Account, any distributions from income units will be reinvested.

2.2 How can you withdraw money from your investment?

Junior ISA Accounts

The ISA Regulations do not permit withdrawals to be made from a Junior ISA before the Named Child's 18th birthday unless the Named Child is diagnosed with a terminal illness. In that event you should contact our Administration Centre, who will explain how to apply to HM Revenue and Customs for permission to make a withdrawal.

Other Accounts

You can withdraw some or all of the money from your Account at any time and you can also request regular withdrawals. If you wish to withdraw money from your Account, you can contact your St. James's Place Partner to complete the withdrawal process for you based on your instruction. Alternatively, you can complete a withdrawal form and send it to our Administration Centre.

If you wish to receive a one-off withdrawal, then we will sell the required number of units using the Bid Price that applies at the next valuation point after we have processed the withdrawal request or receive your written request and any other documents we require at our Administration Centre. We will issue a payment for the proceeds 3 business days after we sell the units, unless we require additional authorisations to issue the proceeds, in which case we will issue the payment once we have received those authorisations. In some circumstances, a unit trust may defer a one-off withdrawal from some or all of your investments – these are explained in section 2.3.

If you wish to receive regular withdrawals, then we will arrange these after we have processed the online withdrawal request or receive your written request and any other documents we require at our Administration Centre. The minimum regular withdrawal amount is shown in Appendix 2. The first regular withdrawal date selected must be 3 or more business days from the date we receive the withdrawal request or your written request. We will sell the required number of units using the Bid Price that applies at the valuation point 3 business days before your requested payment date and we will issue a payment for the proceeds on the date you specify. In some circumstances, a unit trust may defer a withdrawal from some or all of your investments – these are explained in section 2.3. If this affects any of the unit trusts from which you are making a regular withdrawal, then to the extent possible we will withdraw the amount due from the affected unit trust from the other unit trusts in your Account. If we are unable to withdraw the amount from other unit trusts in your Account, then we will delay the payment of the portion of the regular withdrawal that is due to be

funded by a sale of units in the unit trust that is deferring redemptions. If we require additional authorisations to issue the proceeds, we may delay the payment until we have received those authorisations. If there are no units in your Account on the day we would sell your units, then we will not issue a payment on that occasion. You can change the amount and frequency of any regular withdrawals by contacting your St. James's Place Partner or our Administration Centre.

If a withdrawal request would reduce your holding in a particular unit trust to below the minimum level of £500, we may sell your entire holding in that unit trust at the appropriate Bid Price and pay you the proceeds or invest them into one of the other unit trusts you hold in your Account. If you request a withdrawal amount from a unit trust, rather than a percentage of your investment in it, it must be less than 95% of the holding in that unit trust.

For Unit Trust Accounts, sales of units to fund withdrawals are disposals for Capital Gains Tax purposes and a liability to Capital Gains Tax may arise.

2.3 Will there be a delay with any of my transactions?**Deferred redemptions**

The Diversified Assets (FAIF) unit trust may defer redemptions where the Unit Trust Manager has received requests to redeem 5% or more of the value of the unit trust over a rolling period of 22 business days, or 10% or more over 66 business days. All redemption requests will be settled within 185 days from the date of receipt and acceptance of the redemption request.

If you are invested in a unit trust that is deferring redemptions, then withdrawals, transfers and switch requests may need to be deferred. If a redemption is deferred, the price used will be the Bid Price that applies at the valuation point that the request is processed.

Suspension of a unit trust

In exceptional circumstances, where justified having regard to the interests of both existing and new investors, we can temporarily suspend investments,

withdrawals, transfers and switches on a unit trust. We will write and tell you if this occurs on a unit trust in which you are invested.

For more information on the conditions relating to when transactions may be deferred by a unit trust, or when unit trusts may be suspended, please see the unit trust's Prospectus, available on request from our website www.sjp.co.uk, Administration Centre or your St. James's Place Partner.

2.4 If you invest through an ISA, can you transfer the ISA to another provider?

You can choose to transfer all or part of your ISA to another ISA Manager at any time. If you wish to do this, you should inform your new chosen ISA Manager, who will contact our Administration Centre. We will aim to transfer your ISA within 7 business days of receiving their request.

If you wish to transfer part of the ISA, you must specify the name of each unit trust and number of units to be transferred, otherwise there will be a delay in processing your request. If, after a partial transfer, you would hold less than the minimum Account Value shown in Appendix 2 in your ISA Account, we reserve the right to transfer all of your holdings in your ISA. Note that for Junior ISAs, partial transfers can only be made to a cash Junior ISA, since the ISA Regulations permit a child to be the Named Child on only one stocks and shares Junior ISA at any one time. (Full transfers can be made to a cash or stocks and shares Junior ISA.)

In some circumstances, a unit trust may defer a transfer from some or all of your investments – these are explained in section 2.3.

If you have made any Additional Permitted Subscriptions to your St. James's Place ISA Account but not used the entire allowance, then you will not be able to make any further Additional Permitted Subscriptions once the transfer has occurred.

2.5 Are there any circumstances in which we can sell all or part of your investment?

Junior ISA Accounts

If the fact that the Named Child holds units in a particular unit trust conflicts with relevant regulations, or their country of residence prohibits them from holding the unit trust, we will ask the Registered Contact to switch the investment to a different unit trust.

Other Accounts

If the fact that you hold units in a particular unit trust conflicts with relevant regulations, or your country of residence prohibits you from holding the unit trust, we will sell the units you hold in that unit trust and pay you their value.

If we have received no instructions from you in relation to your Account for a period of at least twelve years, we will write to you at the last known address we hold for you and offer to return the balance on your Account. If you do not respond within 28 days, we will telephone or email you and again wait 28 days. We will then write or email again. If you do not respond within a further 28 days, we reserve the right to pay the balance on your Account to a charity of our choice. We will keep records of all money treated in this way, and if you later contact us to reclaim the money we will return its value.



Charges

When you invest, you pay Product Charges, Fund Charges and, where agreed, an Initial Advice Charge and an Ongoing Advice Charge as set out below. Each charge is determined and disclosed separately.

3.1 Product Charge

The Product Charge is the charge for the administration of your Account.

The maximum Product Charge each year is 0.27% of the Account Value. The Product Charge will be reduced on a tiered basis for larger Account Values and the value of any Associated Accounts as set out in Appendix 2.

The Product Charge is based on your Account Value and the value of any Associated Accounts on the business day before the Product Charge is deducted. If the day the charge is due is not a business day, then we will take the Product Charge on the next business day.

For ISA Accounts and Junior ISA Accounts, one twelfth of the Product Charge is deducted each month by a sale of units on the monthly anniversary of your ISA Account.

For Unit Trust Accounts, one twelfth of the Product Charge is deducted on the 7th day of each month, with the first Product Charge due on the 7th day of the month after your investment started.

For Unit Trust Accounts, if the cash balance in the Transaction Account is enough to cover the Product Charge, then it will be deducted from that balance. If the balance in the Transaction Account is not enough to cover this charge, then units will be sold from the unit trusts held in your Account as soon as possible to cover the charge.

For Unit Trust Accounts, ISA Accounts and Junior ISA Accounts, where possible units will be sold in proportion across all the unit trusts you have invested in. In some circumstances, a unit trust may defer a sale from some or all of your investments as explained in section 2.3. If this affects any of the unit trusts in your Account, then to the extent possible we will sell the amount due

from the affected unit trust from the other unit trusts in your Account. If we are unable to sell the amount from other unit trusts in your Account, then we will delay the charge that is due to be funded by a sale of units in the unit trust that is deferring redemptions.

For Unit Trust Accounts, any units sold to cover this charge are disposals for Capital Gains Tax purposes and a liability to Capital Gains Tax may arise.

3.2 Fund Charge

The Fund Charge is the charge for managing the unit trusts within your Account. Details of your Fund Charges and other costs and expenses that are deducted from the unit trusts are available from your St. James's Place Partner, our Administration Centre or our website. Fund Charges can vary from time to time particularly for unit trusts that invest in a number of underlying funds (such as Polaris).

3.3 Advice charges

The Initial Advice Charge and Ongoing Advice Charge is as agreed between you and St. James's Place Wealth Management for the advice you receive via your St. James's Place Partner. Payment is facilitated from your Account to St. James's Place Wealth Management by St. James's Place Investment Administration.

You should consult your Services and Costs Disclosure Document for all the terms and conditions that apply to your advice and the related advice charges.

Initial Advice Charge

The Initial Advice Charge is deducted prior to the purchase of units in the St. James's Place unit trusts you select. We will then purchase units at the Bid Price so that you do not pay any additional initial or entry charge.

For ISA Accounts and Junior ISA Accounts, this Initial Advice Charge is deducted before your investment enters the ISA Account or Junior ISA Account and therefore does not count towards your ISA or Junior ISA allowance.

Ongoing Advice Charge

One twelfth of the Ongoing Advice Charge is deducted each month in the same way and on the same date as the Product Charge as set out in section 3.1.

For Unit Trust Accounts, any units sold to cover this charge are disposals for Capital Gains Tax purposes and a liability to Capital Gains Tax may arise.

You or your St. James's Place Partner can ask us to stop facilitating the payment of the Ongoing Advice Charge by giving us one month's notice. Thereafter, we will no longer deduct this charge from your Account.

3.4 Changes in charges

If our costs change for any of the following reasons:

- a) changes in law, regulatory requirements, industry guidance or codes of practice, including those applying to relevant advice and requirements to establish reserves to meet future liabilities,
- b) changes in our administrative costs (which are reasonable in amount and reasonably incurred),
- c) changes in company taxation, or
- d) if any cost is imposed on us by a regulator or other relevant authority,

we can change the Product Charge to reflect our costs. Any such change in the charge will be proportionate. We will write and tell you if we increase the maximum Product Charge. If you are unhappy with the changes, you may close your Account.

Range of investments**4.1 What unit trusts are available?**

Information about each of the St. James's Place unit trusts available can be found in the Key Investor Information Documents, which you should read before making an investment. Key Investor Information Documents are available in English online at www.sjp.co.uk/KIID. These documents, regularly updated Report and Accounts, and the Prospectus for the unit trusts are also available from our website www.sjp.co.uk, Administration Centre or your St. James's Place Partner.

The full range of St. James's Place unit trusts are available for ISA investments. St. James's Place Unit Trust Group can close a unit trust, or a unit class within a unit trust, to switches in and/or new investments, from existing and new investors, at any time. We will write and tell you if this occurs on a unit trust in which you are invested.

The value of your investment is not guaranteed. It depends on the value of the assets held by the unit trusts and may go up or down. Further information on risks can be found in the Key Investor Information Documents.

4.2 Can you switch between unit trusts?

You can switch between St. James's Place unit trusts at any time. When we have received your instructions, we will sell the required number of units from your existing unit trust investments, using the Bid Price that applies at the next valuation point, and we will purchase units in your chosen unit trusts on the same day, using the Bid Price. However, please note that St. James's Place Unit Trust Group, acting reasonably and in good faith, can close a unit trust, or a unit class within a unit trust, to switches in and/or new investments, from existing and new investors, at any time. In some circumstances, we may need to delay a switch from a unit trust – these are explained in section 2.3.

If you request to switch an amount from a unit trust, rather than a percentage of your investment in it, it must be less than 95% of the holding in that unit trust.

For Unit Trust Accounts, switches are treated as disposals for Capital Gains Tax purposes and a liability to Capital Gains Tax may arise.

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Transaction Account and client money

5.1 New investments and withdrawals

When you make an investment, we will hold the investment within the Transaction Account from the time we receive it until it is invested into the unit trusts.

When you make a withdrawal, we will hold the amount of the withdrawal within the Transaction Account from the time the units are sold until the withdrawal is sent to you.

Money held within the Transaction Account as a result of an investment or following another transaction such as the payment of a distribution, is available for investment into the unit trusts at any time.

5.2 Where the money is held

If you make an investment using a debit card, we will use a third-party payment service provider to process the transaction. As a result, money debited from your personal account will be held by the payment service provider during the processing period. The money should be transferred to your Transaction Account within a maximum of 3 business days.

We keep a separate record of the balance that each investor holds within the Transaction Account, but we do not hold each investor's money separately. Instead, we pool the balances of all our investors and invest these funds in one or more major UK banks as segregated accounts, details of which are available on request. We will treat your payments as client money under the relevant regulations.

5.3 Interest

The interest received on the money held within client money accounts, after deduction of basic rate income tax on non-ISA investments, is allocated between individual investors each month in proportion to their daily Transaction Account balances. Any interest that cannot be allocated to investors will be paid to a charity of our choice.

5.4 Transaction Account balance

Your Transaction Account will be reviewed on a daily basis and if the balance exceeds

£100, it will normally be reinvested using your chosen investment selection. Balances of less than £100 will be held within your Transaction Account until at least £100 is reached. Any balance held within your Transaction Account, regardless of amount, will be subject to the charges described in section 3.

5.5 Reserving money for Product Charges and Ongoing Advice Charges – Unit Trust Accounts only

You can choose to allocate money to the Transaction Account for the purposes of covering the Product Charges and Ongoing Advice Charges that apply for Unit Trust Accounts as described in section 3.

Money can be allocated to the Transaction Account when you make a new investment or by requesting a switch from your existing unit holdings. Money allocated to the Transaction Account in this way will not be subject to the reinvestment described in section 5.4 and will not be used for any purpose other than covering Product Charges and Ongoing Advice Charges.

5.6 Treatment of client money

Client money payments are held in a client money account before they are allocated to your Account or after a distribution payment, withdrawal or transfer request is paid out of your Account.

If we are unable to match your investment to your Account, then we will return your investment to you. If we have attempted to make a payment to you and this has been rejected, or we have sent you a cheque and this has not been cashed, the payment will remain in the client money account; but you will not receive interest on this unless you ask us to return it to your Transaction Account.

If money remains in the client money account, and no investments or withdrawals have been made for a period of at least six years:

- ◆ If the amount is less than £25, we will write to you at the last known address we hold

for you and offer to return the balance due to you from the segregated account.

- ◆ If the amount is £25 or more, we will attempt three times to contact you and offer to return the balance due to you from the segregated account. We will first write to you at the last known address we hold for you, then we will telephone or email and finally we will write or email again.

When we contact you, we will allow 28 days for you to respond. If you do not respond within 28 days of our final contact, we reserve the right to stop holding the money in a client money account, in which case we will pay the money to a charity of our choice.

We will keep records of all money treated in this way, and if you later contact us to reclaim the money we will return its value.

06 Communications and compensation

6.1 Communications

Any written communication from us will be in English and we will use the last known address we hold for you. If you wish to contact us, please contact our Administration Centre in English and include your Account Number as stated in your Investment Certificate. For Junior ISAs all communications will be sent to the Registered Contact, although we will write to the Named Child shortly before they reach the age of 18 to inform them that their Junior ISA will convert into an adult ISA.

We only accept instructions from your St. James's Place Partner or from you in writing, other than instructions to switch between unit trusts, which you may make by telephone. Once you have made an instruction, it cannot be changed, apart from the cancellation rights that apply to new investments, as described in section 1.5.

The half-yearly Report and Accounts of the unit trusts are available, free of charge, on our website or on request from your St. James's Place Partner or our Administration Centre.

We will provide you with a summary valuation of your investments as at 31 March, 30 June and 30 September each year. In addition, in January each year we will provide you with a detailed valuation of your investments as at the preceding 31 December, together with information on the charges and costs you have incurred over the year. If you are making regular investments or taking regular withdrawals,

then you will also receive a quarterly investment and withdrawal summary covering those transactions in the three-month periods to 31 March, 30 June, 30 September and 31 December each year.

We can provide you with information in different formats such as braille, large font and audio where requested by you.

6.2 Compensation

The Financial Services Compensation Scheme (FSCS) is a UK scheme that may provide compensation if we are unable to meet our financial obligations to clients.

However the FSCS protection does not apply in all circumstances.

For example if you were living outside the UK when you invested, your investment is not covered by the FSCS.

There may also be other conditions that determine your eligibility for FSCS cover, even if you were living in the UK at the time of your investment.

If you would like more information about the compensation arrangements that may apply to your investment, please contact us. You can also visit the FSCS website at www.fscs.org.uk, call 0800 678 1100, or write to:

The Financial Services
Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Parties connected with your Account

7.1 Administrator and ISA Manager

Your Account is held with St. James's Place Investment Administration who will administer your investment and who are also the ISA Manager. If we delegate any of our powers and duties to a third party, we will take all reasonable steps to ensure that the third party is competent to carry out those functions and responsibilities.

7.2 Nominee

We will use St. James's Place Nominees to register units on behalf of the Owner with the Unit Trust Manager named in section 7.3. These units will be held separately on your behalf. This protects your investments in the event that we are unable to meet our obligations.

7.3 Unit Trust Manager

St. James's Place Unit Trust Group is the manager of the St. James's Place unit trusts. The registered office of the St. James's Place Unit Trust Group is St. James's Place House, 1 Tetbury Road, Cirencester, GL7 1FP.

Other conditions – all Accounts

8.1 Ownership and voting rights

St. James's Place Nominees will hold the number of units determined by your initial investment and any subsequent transactions on behalf of the Owner. These units will be registered in the name of St. James's Place Nominees on each unit trust's register of unit holders and held for the Owner's beneficial ownership. You must not lend any ISA investments to a third party or use them as security for a loan.

St. James's Place Nominees pass on their rights to attend and vote at unit holders' meetings to you (for a Junior ISA, to the Registered Contact).

St. James's Place Nominees is permitted, without obtaining your written prior instructions, to convert any units it holds to units of another unit class within the same unit trust where it is not possible for it to continue to hold the original unit class going forward.

8.2 Law

English law will apply to these terms and conditions and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these terms and conditions. Nothing in this document or any Key Investor Information or Prospectus document creates rights for anyone apart from the applicant, St. James's Place Investment Administration and, for a Junior

ISA, the Registered Contact and Named Child.

Where relevant, the terms and conditions in this document are also subject to the ISA Regulations and other applicable laws and rules. If there is a conflict between these terms and conditions and any such laws, regulations and rules, the laws, regulations or rules will override the terms and conditions.

8.3 Right of delay or refusal

We may delay or refuse to make any investment or request for investment if:

- a) in our reasonable opinion it is prudent to do so in the interests of financial crime prevention or in order to comply with the law, including sanctions laws and laws designed to prevent money laundering and tax evasion, or
- b) such delay or refusal is a consequence of checks carried out as part of the proper operation of our business.

We shall have no liability for any loss (including loss of opportunity), costs, claims or expenses that may arise as a result of any such delay or refusal.

In these circumstances, money being transferred into your Account will be held in a client money account whilst we confirm whether or not we can follow your

instructions. It will be invested on the date we decide we can follow your instructions.

For money being transferred out of the investment, we will withdraw the money in line with your instruction and hold it in the client money account whilst we confirm whether or not we can make payment to you.

Further details of the Transaction Account and client money are set out in section 5 of this document.

8.4 Amendments and termination/suspension

We reserve the right to amend the terms and conditions in this document or to terminate or suspend transactions in relation to your St. James's Place Unit Trust Account, ISA Account or Junior ISA Account in the following circumstances:

- a) if it becomes impossible or unreasonable for us to follow the terms and conditions in this document because we reasonably believe that to do so would put us in breach of the law, regulatory requirements, industry guidance or codes of practice; or
- b) in order to comply with changes in regulation (including the ISA Regulations where applicable) or to satisfy any other legal or regulatory requirements.

If you invest through an ISA or Junior ISA, we will notify you if the ISA Account or Junior ISA Account has, or will, become void as a result of any failure to satisfy relevant regulations.

We will notify you in advance of changes to your terms and conditions where possible or otherwise at the earliest opportunity after the change where advanced notice is not possible (e.g. where the change is required by law or regulation and needs to be implemented before it is possible to provide notice).

Notice may be given by providing a revised set of terms and conditions, or by noting the amendments to the terms, or by directing you to our website.

If you are unhappy with any change, you may close your Account.

We can also make changes to the terms and conditions for reasons not included in this provision if we agree these changes with you.

8.5 Obligations to HM Revenue & Customs

We are required by HM Revenue & Customs to collect information about your tax residency, and we may be obliged to provide them with information about you and your Account. HM Revenue & Customs may transfer this information to the government of another territory in accordance with any relevant agreements with that territory.

Other conditions – ISA Accounts and Junior ISA Accounts only

9.1 Tax

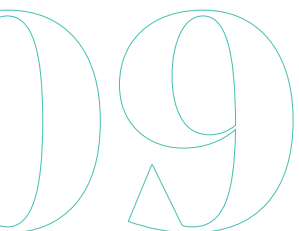
We will make claims, conduct appeals and agree on your behalf liabilities for, and reliefs from, tax in respect of your ISA Account.

9.2 Foreign residents

If you move abroad or cease to be a UK resident for tax purposes you should write and tell us as, under the ISA Regulations, you may not be able to make further investments into your ISA Account, unless

it is a Junior ISA Account. Under current regulations, the Junior ISA Account does not need to be closed if the Named Child moves abroad, and investments may continue be made on their behalf.

For ISA Accounts, we can accept Additional Permitted Subscriptions irrespective of your current residency.



9.3 Closing an ISA Account

If you wish to close an ISA Account, you must contact your St. James's Place Partner or our Administration Centre. We will process your request within the timeframes set out in sections 2.2 or 2.4 as appropriate. In some circumstances, we may need to delay the sale of some or all of your investments – these are explained in section 2.3.

We can close an ISA Account by giving you one month's notice in writing. We can close an ISA Account without giving you written notice if it no longer satisfies relevant regulations or we are required to do so by any applicable regulations. If we close your ISA Account and it is not a Junior ISA Account, we will transfer the units out of your ISA Account and hold them on your behalf, until you give us further instructions. For a Junior ISA Account we will sell the investment and pay its value to the Named Child. We will only close a Junior ISA Account if permitted to do so by HM Revenue & Customs or any successor organisation.

9.4 Death of an ISA Account Owner

If the Owner of an ISA Account dies, we will convert the ISA Account into a 'continuing account of a deceased investor' immediately when we are told in writing of the death of the Owner. The continuing account remains exempt from tax until it is closed.

If we receive instructions in writing from the personal representatives regarding a continuing account within three years since the date of death of the Owner, then we will act in accordance with those instructions. If the instruction is to close the continuing account, then we will sell all units held, and either issue a payment for the proceeds or purchase the equivalent investments within a Unit Trust Account, owned according to the instructions of the personal representatives of the Owner. If the instruction is that the investments are to be inherited by the spouse of the deceased Owner, and provided such instruction is received within 180 days of the transfer of beneficial ownership to the spouse, then the spouse may transfer the assets of the continuing account as in-specie contributions to their ISA Account, using their Additional Permitted Subscription allowance as explained in section 1.2. In some circumstances, we may need to delay the sale of some or all of your investments – these are explained in section 2.3. Otherwise, we will close the continuing account after three years since the date of death of the Owner, converting any gross units held within the continuing account into the standard ('net') units within a Unit Trust Account, owned by the Owner.

The terms and conditions of this document will continue and will apply to the personal representatives of the Owner.

Other conditions relating only to Junior ISAs

10.1 Opening a Junior ISA

Under the ISA regulations, a Junior ISA may be opened only by:

- ◆ A person with parental responsibility for a child who is eligible to open a Junior ISA and who will be the Named Child on the Junior ISA; or
- ◆ A child aged over 16 who is eligible to open a Junior ISA and who will be the Named Child on the Junior ISA.

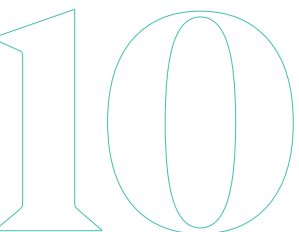
A child is eligible for a Junior ISA if they:

- ◆ Are aged less than 18; and
- ◆ Were not eligible for a Child Trust Fund

(children born before 1 September 2002 or on or after 3 January 2011 were not eligible for Child Trust Funds) or have previously transferred their Child Trust Fund to a Junior ISA or will be doing so on opening a new Junior ISA; and

- ◆ Are resident in the UK, a UK Crown servant, a dependant of a UK Crown servant or married to / in a civil partnership with a UK crown servant.

The ISA Regulations permit a child to be the Named Child on only one stocks and shares Junior ISA at any one time.



10.2 Registered Contact

A Junior ISA must have a Registered Contact. This is the person who may give us instructions regarding the Junior ISA. The Registered Contact will initially be the person who opens the Junior ISA.

With our agreement and the consent of the existing Registered Contact, the Registered Contact may subsequently be changed to any person who has parental responsibility for the Named Child. In addition, a Named Child can take over responsibility as the Registered Contact when they reach age 16 if they wish to do so. If you wish to change the Registered Contact, you should contact our Administration Centre. Any person becoming the Registered Contact must agree to the terms and conditions of this document.

10.3 Junior ISA declarations

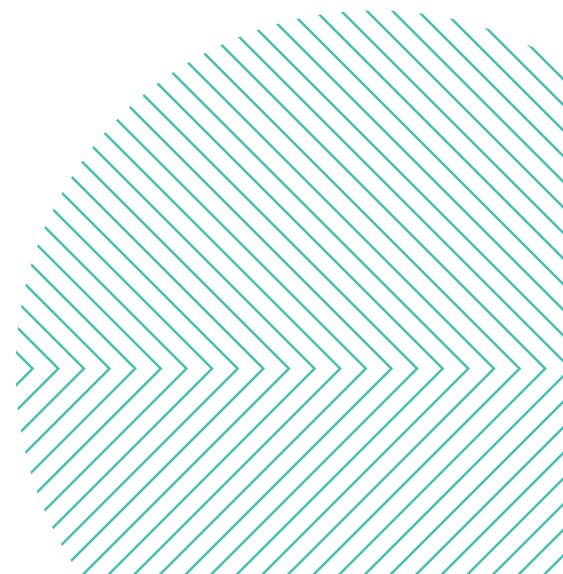
Before a Junior ISA can be opened, the Registered Contact must agree to the following declarations relating to the Named Child and the Junior ISA:

- ◆ I am 16 years of age or over.
- ◆ I am the child/I have parental responsibility for the child.
- ◆ The child does not have a Child Trust Fund or will be transferring their Child Trust Fund into the Junior ISA Account.
- ◆ I will be the Registered Contact for the Junior ISA.
- ◆ The child is resident in the UK, or is a UK Crown servant, a dependant of a UK Crown servant or married to/in a civil partnership with a UK Crown servant.
- ◆ I have not subscribed and will not subscribe to another stocks and shares Junior ISA for this child.
- ◆ I am not aware that this child has another stocks and shares Junior ISA.
- ◆ I am not aware of other Junior ISA subscriptions in this tax year that will result in this child exceeding the annual limit.
- ◆ I will not knowingly make subscriptions to Junior ISAs for this child that will result in the subscription limit being exceeded.

- ◆ I authorise St. James's Place Investment Administration to hold the child's Junior ISA investments, subscriptions, interest, dividends and any other rights or proceeds in respect of those investments, and any other cash.
- ◆ I authorise St. James's Place Investment Administration to make, on the child's behalf, any claims to relief from tax in respect of the Junior ISA investments.
- ◆ I have read the latest Key Investor Information Documents and the Supplementary Information Document and agree to the terms and conditions within the Supplementary Information Document.
- ◆ The personal details given are true and correct to the best of my knowledge and belief.

10.4 Conversion at age 18

When the Named Child on a Junior ISA Account reaches age 18, the Account will cease to be a Junior ISA Account. It will continue as an ISA Account owned by the Named Child and will be subject to the terms and conditions for ISA Accounts and of the underlying unit trusts, as set out in sections 1 – 9, Appendix 1 and Appendix 2. Additional information, including the Named Child's National Insurance Number and an ISA declaration, will be required before any further investments can be made.



Appendix 1: Definitions

Account

The product that you have taken out to which this document relates.

Account Number

The number we allocate to your Account, as set out in the Investment Certificate. We can change the Account Number for administrative reasons and will write to tell you if we do so.

Account Value

The total current value of all the units held in your Account and any money held in the Transaction Account.

Additional Permitted Subscription

The allowance for the surviving spouse or civil partner of a deceased ISA holder to make extra contributions to their own ISA, beyond the annual limit.

Administration Centre

Our Administration Centre, at:
St. James's Place Investment Administration Ltd, P.O. Box 9034, Chelmsford, Essex, CM99 2XA, Telephone: 0800 027 1031, or at another address we specify.

Associated Account

A Retirement Account, Investment Bond, Unit Trust Account, ISA Account, International Investment Bond or International Regular Investment Bond issued by the St. James's Place group (excluding Rowan Dartington & Co Limited) with the same Owner.

Average Weekly Earnings Index

The index published by the Office of National Statistics. That change in the index will be taken as the change in the "whole economy" heading of the index "including bonuses" and "not seasonally adjusted". If we believe that this index is no longer appropriate for the purpose of your Account, we will select another index or measure of inflation that we believe is appropriate.

Bid Price

The price used to allocate units to your Account, to cancel units from your Account and to switch between unit trusts.

Child Trust Fund

A long-term tax-free savings account for children born between 1 September 2002 and 2 January 2011.

Fund Charge

The charge for managing the unit trusts within your Account. The Fund Charge is reflected in the daily unit price of the fund as described in section 3.2.

Initial Advice Charge

The charge for receiving initial advice to make an investment into your Account from St. James's Place Wealth Management via your St. James's Place Partner. This is a one-off charge and will be paid for before units are purchased as described in section 3.3.

ISA Account

An Account which is governed by The Individual Savings Account Regulations 1998.

ISA Regulations

The Individual Savings Account Regulations 1998 as amended from time to time.

Junior ISA Account

An ISA Account held by or on behalf of a Named Child aged less than 18, and which was applied for using the application process for Junior ISAs.

Named Child

The child who is to benefit from the investments made to a Junior ISA.

Ongoing Advice Charge

The charge for receiving ongoing advice from St. James's Place Wealth Management via your St. James's Place Partner. This is an ongoing charge and will be paid for monthly as described in section 3.3 for as long as you continue to receive the service.

Owner

The Owner of an ISA (which is not a Junior ISA) is the individual in whose name the Account is opened and who has provided the appropriate declarations and authority. The Owner of a Junior ISA is the Named Child. The Owner of a Unit Trust Account is the legal or natural person(s) in whose name the Account is opened.

Product Charge

The charge for administering your Account. This is an ongoing charge and will be paid monthly as described in section 3.1.

Prospectus

The document containing all material information about the relevant St. James's Place unit trust including its investment objectives, strategies, risks and fees to help you make an informed decision about your investment.

Registered Contact

The Registered Contact on a Junior ISA is the person defined in section 10.2.

Services and Costs Disclosure Document

The document that governs the advice relationship between you and St. James's Place Wealth Management.

St. James's Place Investment Administration

St. James's Place Investment Administration Limited, which is the company that provides your product and is the ISA Manager, registered in England under number 08764231, which has its registered office at St. James's Place House, 1 Tetbury Road, Cirencester, Gloucestershire, GL7 1FP.

St. James's Place Nominees

St. James's Place Nominees Limited who hold units on behalf of the Owner, and in whose name units are registered on each unit trust's register of unit holders.

St. James's Place Partner

An Appointed Representative of St. James's Place Wealth Management providing financial advice.

St. James's Place Unit Trust Group

St. James's Place Unit Trust Group Limited, which is the manager of the St. James's Place unit trusts.

St. James's Place unit trusts

The unit trusts managed by St. James's Place Unit Trust Group.

St. James's Place Wealth Management

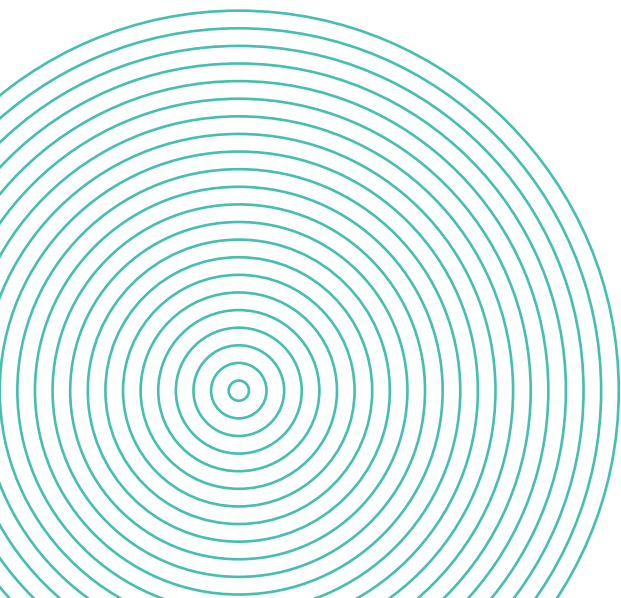
St. James's Place Wealth Management plc, a company registered in England under number 4113955, which has its registered office at St. James's Place House, 1 Tetbury Road, Cirencester, Gloucestershire, GL7 1FP which is the advisory firm for whom your Partner is an Appointed Representative.

Transaction Account

An account holding cash assets which will be used to facilitate certain transactions relating to your investment. Further information about the Transaction Account can be found in section 5.

Unit Trust Account

The Account which is not an ISA Account or a Junior ISA Account, which holds unit trusts managed by the St. James's Place Unit Trust Group.



Appendix 2: Charges and minimum amounts

Charges

The current Product Charge, last changed on 26 August 2025, will be reduced on a tiered basis for larger Account Values and the value of any Associated Accounts as set out below.

Account Value	Annual Product Charge
On the first £500,000 (Maximum Product Charge)	0.27%
On the next £500,000	0.24%
On the next £1,000,000	0.21%
On the next £1,000,000	0.19%
On amounts over £3,000,000	0.17%

The tier that applies to your Product Charge may vary from one month to the next and depends on your Account Value and the value of any Associated Accounts on the business day immediately before the business day on which the monthly Product Charge deduction is made.

We may change the percentages or the Account Values these apply to at any time in accordance with section 3.4. We may also make inflationary adjustments to the Account Values used to determine the Product Charge tiering to reflect changes since they were last changed. We will not increase the maximum Product Charge above 0.27% without writing to you in advance in accordance with section 3.4 or 8.4. You can contact our Administration Centre or visit our website for details of the latest tiered charging structure and any upcoming changes.

Minimum amounts

The current minimum requirements, as at 26 August 2025, are as below. We may change these amounts at any time, and you should contact our Administration Centre for the current amounts. We may accept lower amounts at our discretion.

Minimum initial single investment	£1,500
Minimum additional single investment	£1,000
Minimum regular investment	£150 per month £1,500 per year
Minimum increase to regular investment	£50 per month £500 per year
Minimum regular withdrawal amount	£50 per month
Minimum Account Value	£500

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The 'St. James's Place Partnership' and the titles 'Partner' and 'Partner Practice' are marketing terms used to describe St. James's Place representatives. Members of the St. James's Place Partnership in the UK represent St. James's Place Wealth Management plc, which is authorised and regulated by the Financial Conduct Authority. St. James's Place Investment Administration Ltd is authorised and regulated by the Financial Conduct Authority. St. James's Place Investment Administration Ltd Registered Office: St. James's Place House, 1 Tetbury Road, Cirencester, Gloucestershire, GL7 1FP, United Kingdom. Registered in England Number 08764231.