



WealthKernel

WEALTHKERNEL TERMS FOR THE STOCKS AND SHARES ISA

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This Schedule applies in addition to the rest of WEALTHKERNEL RETAIL CLIENT TERMS AND CONDITIONS if you hold or are considering holding a stocks and shares ISA with us. If there is a conflict between this Schedule and the rest of the terms, this Schedule will take priority.

Please note that, if you decide to hold a Stocks and Shares ISA with us, you and we are required to comply with the terms set out in this Schedule. Please note that WealthKernel Limited will be the ISA Manager and be entirely responsible for the provision of ISA manager services.

1. DEFINITIONS

HMRC	Her Majesty's Revenue and Customs.
ISA	means an Individual Saving Accounts, as provided for in the ISA Regulations.
ISA Manager	WealthKernel Limited.
ISA Regulations	means the Individual Savings Account Regulations 1998 (SI1998/1870) as amended from time to time.

2. ELIGIBLE CLIENTS

- 2.1 If you are an individual aged 18 or over you may subscribe for a stocks and shares ISA with us, if you are:
1. a UK resident;
 2. performing duties as a Crown employee serving overseas and paid out of the public revenue of the United Kingdom (typically a serving member of the armed forces, or a diplomat), or
 3. married to, or in a civil partnership with, such a person.

3. HOW DO YOU INVEST IN AN ISA?

- 3.1 You may subscribe to a stocks and shares ISA for the current tax year and each subsequent tax year by sending funds from your bank or transferring a current tax year ISA. You may do so by bank transfer, transfer of cash from an existing portfolio held with us or by transfer from another ISA manager (subject to HMRC's ISA transfer rules).
- 3.2 You can only subscribe to one stocks and shares ISA within each tax year. The total of contributions to be invested in any tax year cannot be more than the maximum permitted to be invested in a stocks and shares ISA by the ISA Regulations for that tax year.
- 3.3 Your ISA investment will commence on the day we have both a valid application and receipt of your first subscription, or where you are transferring to us from another ISA manager, on the day we have both a valid transfer application form and receipt of the proceeds of transfer from your previous ISA manager.

4. HOW IS THE ISA MANAGED?

- 4.1 WealthKernel will invest your stocks and shares ISA in accordance with your instructions and these terms, and subject always to the requirements of HMRC.
- 4.2 For each new tax year, all contributions to your account will be allocated first to your stocks and shares ISA account until the maximum subscription is reached for that year, or until your own pre-set limit. Once the maximum subscription or your own pre-set limit is reached, future contributions are allocated to the non-ISA remainder of your account.
- 4.3 If we decide to delegate any of our functions or responsibilities under the terms agreed with you, we will first satisfy ourselves that any person to whom we delegate is competent to carry out any of those functions and responsibilities.

5. OWNERSHIP

- 5.1 You must always remain the beneficial owner of any investments held in your ISA and you must not dispose of or transfer any interest in any investment while it is held in your ISA account. Additionally you must not create any charge or security on or over any investments held in your ISA account; for example you must not use them as security for a loan.
- 5.2 Your investments will be registered in the name of WealthKernel's nominee company. Share certificates and other documents evidencing title to ISA investments will be held. Please see WEALTHKERNEL RETAIL CLIENT TERMS AND CONDITIONS for the terms governing the custodian service.

6. SHAREHOLDER RIGHTS

- 6.1 You can ask us to arrange for you to:
 - 1. attend and/or vote at shareholders' and securities holders' meetings; and
 - 2. receive annual reports and accounts, and any other information issued to shareholders and security holders.
- 6.2 Please note that we reserve the right, on providing prior notice, to charge you a fee purely to cover our administrative costs in making these arrangements.

7. DISCLOSURE

- 7.1 You authorise us to disclose to HMRC all such information as required by law. We will notify you by email if, by reason of any failure to satisfy the provisions of the ISA Regulations, your stocks and shares ISA has or will become void.

8. TRANSFERS

- 8.1 You can transfer all or part of your stocks and shares ISA, together with all rights and obligations, to another ISA manager (the **New ISA manager**). If you want to transfer your whole ISA to the New ISA manager then we will transfer all subscriptions you have made in the current tax year and previous tax years. If you only want to transfer part of your ISA to the New ISA manager then you can transfer any part of the previous tax years' subscriptions but if you want to transfer your current tax year subscriptions then all of these must be transferred as it is not possible to transfer only part of your current tax year's subscriptions.
- 8.2 When we receive your written instructions we will transfer all or part of your ISA to the New ISA manager in accordance with the ISA Regulations. We will carry out the transfer within accordance with ISA Regulations, which will not exceed 30 calendar days.

9. WITHDRAWALS AND CANCELLATION

- 9.1 You can also instruct us to transfer to you all or part of your stocks and shares ISA and any interest, dividends, rights or other proceeds arising from them, or sell all or some of the investments in your stocks and shares ISA and pay you the sale proceeds in respect of your investments (a "withdrawal"). We will complete the withdrawal within a reasonable period that may take up to 30 calendar days from the date we receive your instruction.
- 9.2 Please note any withdrawals will cause the withdrawn investments to lose their tax-efficient status. Amounts invested into your stocks and shares ISA and later withdrawn will still count towards your relevant annual ISA allowance.
- 9.3 In addition to the ability to withdraw from your stocks and shares ISA, you may also cancel your stocks and shares ISA, if you meet the requirements set out in "Cancellation Rights", above. Exercising your cancellation rights within the relevant period will mean that your investments will be treated as never having entered the stocks and shares ISA, and so will not count towards your annual ISA allowance.