

## Dividend Income Plan Terms and Conditions

### PART A: INTRODUCTION

#### What is the purpose of the Terms and Conditions?

This document explains the legal Terms and Conditions of Dividend Income, managed by Investore, a trading style of Synergy Financial Products Limited (SFPL). It aims to provide you with all the information you need to know about the Investore Dividend Income plan. This includes important risk warnings, details of the fees and charges, administration and reporting procedures as well as general information about our service levels and what you can expect from us. These Terms and Conditions are applicable to the direct account and Individual Savings Account (ISA) variations of the plan.

You should read this document in conjunction with the Frequently Asked Questions (FAQs) and other information which is available on our website.

#### Your client categorisation

Under the FCA Conduct of Business rules we classify you as a retail client. This means that you will benefit from the highest level of investor protection under the FCA's Conduct of Business rules.

#### How can I get more Information?

If after reading this document, you have any further questions or there are sections that are unclear to you, please refer to our website [www.yourinvestore.com](http://www.yourinvestore.com) which will provide additional information. Alternatively, you can contact us, using the details below.

Whilst we cannot give you any advice as to whether the plan is suitable for you, we would be happy to help with any general queries about these Terms and Conditions.

#### How to Contact us:

Investore, Centrium 1, Griffiths Way, St Albans, Hertfordshire AL1 2RD

Telephone: 0330-088-4210

Email: [support@yourinvestore.com](mailto:support@yourinvestore.com)

Website: [www.yourinvestore.com](http://www.yourinvestore.com)

Investore is a trading style of Synergy Financial Products Limited, which is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 312416. Registered in England and Wales No. 1792304.

Registered address: Centrium 1, Griffiths Way, St Albans, Herts AL1 2RD

#### Plan Risks

Please carefully read the risks below to decide if the Plan is right for you

- There is no guarantee that the objectives of the Plan will be achieved
- The Plan invests into 20 shares listed on the FTSE100 and therefore you should ensure you are comfortable with making an investment of this type, in particular the level of investment risk you are taking
- The income we pay you is normally reviewed yearly and can go down as well as up
- We do not offer personal advice based on your circumstances. If you are unsure about the suitability of this investment, please seek professional financial advice
- We do not offer taxation advice. Taxation rules can change and any impact to you will depend on your individual circumstances
- There are no explicit cancellation rights to the Plan, meaning that once we receive your investment instructions we will place the trades at the next possible dealing point. You can encash your Plan at any time, but until your shares are sold, you will remain liable to investment risk and any applicable charges, which may mean you receive back less than you invested.

#### General Risks

- The value of your investment and the amount of your income can go down as well as up and is not guaranteed
- Past performance is not a guide to future performance
- Investment into the Plan should be regarded as long term and you should not invest money that you may require in the short term
- You should remember that when you encash your Plan you may get back less than you invested. You should be able to afford any potential loss
- Unlike a bank or building society account where capital is guaranteed, the value of an investment can go down as well up and you may not get back the amount invested, particularly in the case of early encashment

- Shares can be illiquid and therefore we may not be able to sell your shares when you want us to. In this event we will sell them at the next available dealing point
- Interest rates may exceed the dividend yield of the companies forming your Investment Portfolio
- Inflation may be higher than the return on your investment and reduce what you could buy with your investments in the future
- Your Monthly Income may cease should your Income Account be insufficient to continue to make the payments. Should this be the case you will automatically be informed that Monthly Income payments will cease, and then when there is sufficient income in your income account to recommence the payments
- The tax rules relating to ISAs may change.

## Communication

The agreement is provided to you in English and all communications with you will be provided in English.

## PART B: DEFINITIONS

*'Account'* means direct account or ISA.

*'Applicable Regulations'* means the Financial Conduct Authority (FCA) rules, and any other rules of a relevant regulatory authority or successor regulator, and all other applicable laws, rules and regulations as in force from time to time.

*'Application'* means a submitted application for the Dividend Income Plan to which these Terms and Conditions apply and is subject to the clauses contained in these Terms and Conditions being met.

*'Appointed Stockbroker'* means the stockbroker we have appointed to transact investment trades on our clients' behalf.

*'Business Days'* means Monday to Friday excluding UK public and bank holidays or any day on which the London Stock Exchange Plc is not open for the normal full duration of its trading hours.

*'Client Money Bank Account'* - FCA rules state that we must segregate all retail client money. This means that client monies are held in a bank account separate from our own bank account and cannot be used by us in the course of its day-to-day business operations.

*'Dealing Point'* is the time of day when sales and purchases will take place each business day that the UK Stock Market is open. Trades arising after dealing has taken place will be dealt at the next Dealing Point.

*'FCA'* means The Financial Conduct Authority, or a successor regulator.

*'FCA Rules'* means the Handbook of Rules and Guidance as published by the FCA and amended from time to time.

*'Income'* the monthly payments made into your registered bank account.

*'Investment Date'* the day we purchase shares in your Investment Portfolio. Where payment is made on line by debit card, this will usually be the next business day once the monies have cleared in our account. For payments made by cheque this is usually after six complete Business Days have elapsed following the day your initial investment has been banked.

*'Investment Committee'* means the Investore Investment Committee responsible for oversight of the shares held in the Investment Portfolio.

*'Investment Portfolio'* the 20 shares (or such number as determined to be held) selected by the Investment Committee for inclusion in the Plan.

*'Investment Subscription'* is the amount paid by you into the Plan.

*'ISA'* is an Individual Savings Account.

*'Nominee Account'* means the underlying investments are held in the name of the nominee company (Synergy Nominees Limited), which are in turn held in the name of a nominee company controlled by our appointed stockbroker. You will remain the beneficial owner of your investments.

*'Personal Information'* means any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

*'Personal Online Account'* means the client portal accessible via the website that provides facilities to manage your Plan.

*'Plan'* means Dividend Income in which individuals invest.

*'Plan Holder(s)'* means individuals or corporate entities that are holders of a Plan.

*'Plan Manager'* means Investore, a trading style of Synergy Financial Products Limited.

*'Plan Year'* means the period of one year following your Investment Date and each annual anniversary of your Investment Date.

'Qualifying Individual' for a direct account means:

An individual over 18 years old, who is not a US citizen and is solely resident in the UK for tax purposes.

'Qualifying Individual' for an ISA means:

An individual over 18 years old, who is not a US citizen and is solely resident in the UK for tax purposes or a crown servant (e.g. diplomatic or overseas civil service) or their spouse or civil partner if you don't live in the UK.

"SDRT" means Stamp Duty Reserve Tax.

'Synergy Nominees Limited' means the underlying investments are held in the name of the nominee company (Synergy Nominees Limited), but you remain the beneficial owner. Synergy Nominees is a wholly owned subsidiary of Synergy Financial Products Ltd.

'We', 'Our' and 'Us' means Investore, a trading style of Synergy Financial Products Ltd, together with such third parties as we may engage to carry out functions on our behalf.

'You' and 'Your' means the individuals whose details appear in the Application and who have opened, or are applying to open a Plan.

## **PART C: APPLICATION AND SERVICE**

### **1. Application**

It is important that you understand and have read our website [www.yourinvestore.com](http://www.yourinvestore.com) and these Terms and Conditions before taking this Plan as these documents apply to all applications and explain how we will manage your Plan. If there are any Terms and Conditions that you do not understand please contact us before you begin your Application as you must acknowledge that you have read and accept our Terms and Conditions in order to proceed.

To apply you must normally fully complete and submit your Application through our website. We are entitled to rely on this information provided by you in the Application and any other information you provide to us in the context of the Dividend Income plan we provide under this Agreement; unless we are made aware that the information is manifestly out of date, inaccurate, false or incomplete. If you do not provide us with the information requested in our Application (or such information requested by us to satisfy our obligations under the FCA Rules) we will not be permitted to act for you and your Application will not proceed.

To invest in Dividend Income you must be a 'Qualifying Individual'.

Your Application is subject to a minimum Investment Subscription of £10,000 and a maximum of £5,000,000. Multiple applications are permitted allowing you to invest further Investment Subscriptions. For each Application a new Plan will be allocated to you.

If you are investing into the ISA variation of the plan, please note that you will be subject to the annual ISA subscription allowance, which is set by the government.

Joint Applications are accepted for direct investment accounts only.

Payment can be made by debit card on line when you complete your application and full instructions are provided.

Alternatively payments can be accepted by personal cheque drawn on your own account, in your own name. Cheques drawn on a joint account are accepted.

In the case of corporate entities the cheque must be drawn on the entity's own account and in its own name.

Cheques should be made payable to 'Synergy Financial Products Limited'. We will not accept any Application until we have completed to our satisfaction the relevant checks which will be undertaken, once we receive your application and payment, and if you make payment by cheque, before your cheque is banked. By agreeing to these Terms and Conditions you agree that where we suspect fraud we can share your information as we consider necessary to comply with any reporting requirements and applicable financial crime and anti-money laundering legislation.

Should your payment be rejected by your bank we will contact you. If a replacement payment is not received within 28 days your Application will be cancelled.

Once you have read and accepted these Terms and Conditions and your Application has been accepted, your Application will constitute a binding contract between 'us' and 'you' that has legal consequences which are set out in these terms.

Any Application submitted will remain pending for 28 days whilst receipt of payment is obtained, after which time we reserve the right to cancel the Plan.

Your information

We are required to verify your identity in accordance with UK money laundering legislation. For this reason we may use your personal data, as defined in the General Data Protection Regulation, in order to carry out electronic searches on private and public databases. We will keep records of any information obtained. We may use credit reference agencies which will record that an enquiry has been made. By entering into this Agreement you confirm your acceptance of our use of credit reference agencies which will result in such a record.

In order to provide services to you we need to collect, use, share and store personal financial information about you, including your personal information. We make every effort to protect the privacy of our customers' personal information. Other than as set out below, your personal information will not be disclosed, transferred or sold to any third party for any purpose.

You authorise us to use any of your personal information which is relevant to our provision of services to you for all reasonable purposes in relation to your Plan. We will retain your personal information after the termination of this Agreement or any other agreement between you and us for 7 years after which all personal data held will be destroyed. Your personal information may be processed by or transferred or disclosed to and/or by third parties where necessary to enable us to provide services to you, relevant stock exchanges and regulators. We have the authorisation to send personal data worldwide. We will only send data outside the UK where this meets the data protection standards required by the Information Commissioner's Office (ICO).

You can request copies of your personal information held by us or any service provider we appoint to provide you with the services under this Agreement by notifying us by contacting the Data Protection Officer using the contact details above.. You should notify us if any of the information held is incorrect. You also have right to request to have your data erased, rectified or can object to the processing of your data. These rights are only available in certain circumstances, for example, if we process your data outside of the purpose for which it was collected or you believe that we no longer need to store your personal data. For further information on the rights available to you, please see our privacy policy on our website.

## **2. Client Money Bank Account**

All money held on your behalf will be deposited in a Client Money Bank Account in the name of Synergy Financial Products Limited with an approved bank or credit institution. Client Money Bank Accounts are designated as trust accounts and are segregated from our own funds in accordance with the FCA's client money rules and guidance.

No interest will be paid on the Client Money Bank Account.

We may withdraw money from the Client Money Bank Account for Fees and Charges due to us.

## **3. Capital and Income Accounts**

### Capital Account

Your Capital Account is used to:

- Deposit your Investment Subscription
- Settle your trade purchases and sales
- Settle dealing charges payable to us. Dealing charges are shown in Section 11 of these Terms and Conditions.

### Income Account

Your Income Account is initially funded by the balance of the Capital Account following the purchase of your portfolio and associated charges. This typically equates to approximately 5% of your initial investment.

Your income account is then used to;

- Receive dividends due to you
- Pay your Income
- Pay Administration Charges

For operational purposes both the above accounts will be administered within a single client money account and the Capital and Income elements will be maintained and reconciled separately as well as collectively to the main account.

## **4. Individual Savings Account (ISA)**

The ISA variation of the plan is considered a full stocks and shares ISA. There is no access to a cash ISA. You will be subject to the maximum annual ISA allowances as set by the government and is subject to change. The ISA subscription dates coincide with the fiscal tax year. Therefore your annual ISA limit is effective from 6<sup>th</sup> April to 5<sup>th</sup> April in the following year.

It is your responsibility to ensure that your subscriptions to all ISA plans in any tax year do not exceed the annual limits.

We may at our discretion accept the transfer of an ISA held with another ISA manager, which we will then manage under the terms of these Terms and Conditions.

In the event that you choose to cancel your ISA transfer instructions, you will lose your ISA entitlement unless your previous ISA manager has confirmed this can be returned and re-instated by them.

The tax benefits from your ISA end automatically when you die. Your spouse or civil partner may be eligible to inherit an additional permitted ISA subscription right up to the value of your ISA investment at the date of death.

You will immediately inform us if you cease to be a qualifying individual for the purposes of the ISA regulations.

## **5. Your Investment Subscription**

Your Investment Subscription will be added to your Capital Account (see Section 3).

Approximately 95% of your Investment Subscription will be invested equally, subject to purchasing a whole number of shares, across the shares in the latest series of the Investment Portfolio. Share purchases will be made at the Dealing Point on your Investment Date.

The amount invested into your Investment Portfolio, Dealing Charges and Stamp Duty Reserve Tax will be deducted from your Capital Account (see Section 3). The remaining balance will be transferred to your Income Account (see Section 3).

Dealing charges and Stamp Duty Reserve Tax are shown in Section 12 of these Terms and Conditions.

## **6. Dealing and Best Execution**

Investor deal with customer instructions in accordance with our **Order Execution Policy**.

Purchases and sales of shares are made on behalf of a nominee company "Synergy Nominees Limited" (a company solely owned by Synergy Financial Products Ltd), and may be aggregated with other investors.

Buying and selling orders of shares will normally be dealt by our Appointed stockbroker. We reserve the right to change the Appointed Stockbroker at our discretion.

Please note, by agreeing to these Terms and Conditions, you will be giving your prior express consent to the execution of orders through the arrangements defined above and you agree that when your purchase or sale of shares is aggregated with other Plan Holders' that this may result in a less favourable price or a more favourable price on some occasions than would have been achieved had the orders been executed separately.

## **7. Custody**

We have directed our Appointed Stockbroker to act as custodian for assets held by Synergy Nominees Limited. Synergy Nominees Limited's assets will be held and registered in the name of our Appointed Stockbroker. The nominee company has been established solely to hold investments for clients and will usually hold the investments pooled with those of other clients. You will remain the beneficial owner of your investments.

We are responsible for the acts and omissions of the nominee company and those of any other nominee we may appoint to hold your Investment Portfolio.

Your Investment Portfolio must remain in your beneficial ownership and cannot be used by you as security for a loan. We cannot lend any of your investments, documents of title, or any other property relating to your Plan to anyone else or use them as security for a loan.

In order to buy and sell investments on your behalf, we may be required to hold your cash with a third party custodian. This means that in the event of that third party's default or insolvency, there is a risk that you may lose some or all of your cash held with them.

For any corporate actions, which are events initiated by public companies that will change their shares in some form, notified to the Plan Manager for the shares in the Investment Portfolio, the Nominee will exercise its vote based on the direction of the Investment Committee. We will not be held liable for any personal issues arising from applying aggregate voting requests.

## **8. Instructing Us**

You can use your Personal Online Account to manage your Plan. You can update your personal details or make changes to your plan. Alternatively you can send an email or letter using the contact details above.

We are entitled to treat instructions validated with your personal details as genuine. We cannot accept any liability for any financial loss resulting from you not having complied with these Terms and Conditions or failure to take reasonable security precautions.

We shall not be liable to you for any losses or damages suffered by you or any third party how so ever caused (including any such loss damage suffered by you as a result of an action brought by a third a party) arising in relation to the Personal Online Account unless they flow naturally from a breach of this agreement, negligence, fraud or wilful default.

You must supply us with all information that we may reasonably ask for in relation to your Plan. In particular, you must tell us promptly if you change your address, your personal status, your bank details, or other information you have given us in your Application or any other significant change in your circumstances, which might affect your Plan. You can inform us of any changes by using the facility available on your Personal Online Account.

You may be required to send us original or a certified copy of any legal documentation we may reasonably ask for to verify certain changes, such as change of name. We will inform you of any requirement we may have.

## **9. Changes to Your Plan**

Automatic Yearly Rebalancing

Where selected, in month 12 of the Plan Year, your Investment Portfolio will automatically rebalance to realign your Investment Portfolio to an even weighting of shares.

Rebalancing will result in the value of your Investment Portfolio being spread equally, by value, amongst the shares in it (subject to purchasing a whole number of shares). This will involve the sale and purchase of shares in your Investment Portfolio. Rebalancing trades will take place on a single day, approximately two to three weeks prior to the yearly anniversary of your Investment Date.

The Investment Committee reserves the right to exclude one or more share(s) in the Investment Portfolio from the rebalancing process at its discretion. This will usually be invoked when the Investment Committee believe the share(s) continued inclusion in the rebalancing process will materially affect the level of income that could be produced.

Trades will only be executed if the value of the trade is equal or greater than £250.

Automatic yearly rebalancing will incur a dealing charge of £5.00 for each sale and purchase of shares. Stamp Duty Reserve Tax (SDRT) of 0.50% will also be payable on all purchases.

Your Investment Portfolio will automatically rebalance, if you wish to opt-out of automatic rebalancing you must do this on your Personal Online Account.

### Elective Rebalancing

At any time following your Investment Date you can choose to realign your Investment Portfolio to an even weighting of shares.

Elective Rebalancing will result in the value of those shares selected to rebalance being weighted equally across your Investment Portfolio (subject to purchasing a whole number of shares). This will involve the sale and purchase of shares in your Investment Portfolio.

You can complete an elective rebalance via your Personal Online Account. You will be required to confirm which shares you wish to rebalance, as we cannot provide advice, but to help you understand the values being dealt;

- Deals with a value of under £20 will be automatically excluded from being dealt.
- Deals with a value greater than £20, but less than £100 will be highlighted red.
- Deals greater than £100, but less than £250 will be highlighted amber
- Deals with a value greater or equal to £250 will be highlighted green.

Trades will be executed at the next Dealing Point following your instruction via your Personal Online Account.

An elective rebalance will incur a dealing charge of £15.00 each for each sale and purchase of shares. SDRT of 0.50% will also be payable on all purchases.

### Latest Investment Portfolio

The Investment Portfolio will be reviewed by the Investment Committee at least quarterly and the shares within the Investment Portfolio may be changed. Applications will be automatically invested into the latest series of the Investment Portfolio.

### Latest Investment Portfolio Rebalance

When a new Investment Portfolio is agreed by the Investment Committee, you can elect to align your current Investment Portfolio to the latest version at any time. Shares in your current Investment Portfolio will be sold and purchases made equally between the shares in the latest Investment Portfolio series. You can complete a Latest Investment Portfolio Rebalance via your Personal Online Account. The trades will be executed at the next Dealing Point following your instruction.

A Latest Investment Portfolio Rebalance will incur a charge of £15.00 each for each sale and purchase of shares. SDRT of 0.50% will also be payable on all purchases.

## 10. Taking Money Out of Your Plan

You can instruct us to make an encashment on your Plan at any time by:

Instructing us to make a partial or total encashment via your Personal Online Account

When we have received your instruction to make an encashment we will sell your shares at the next Dealing Point.

Once we have received all the proceeds from selling your shares, payment will be made to you within 3 Business Days by direct credit to your registered bank account. Payments sent to your bank which are rejected will remain in the Client Money Bank Account until payment can be made.

It is important to note that if you partially or fully encash your ISA, you will lose tax benefits associated with the tax wrapper for those funds.

## Partial Encashment

The minimum partial encashment you can make is £1,000, whilst the maximum partial encashment you can make is 75% of the value of your Plan. When making a partial encashment your remaining Plan value must be at least £5,000 following the partial encashment.

The partial encashment will be paid from both the Capital Account and Income Account in the proportion that each bears to the total value of the partial encashment.

The sale of shares in will be made in the proportion to the value each share holding bears to the total value of the Investment Portfolio. Dealing charges for each sale will be deducted from your Capital Account. Dealing charges are shown in Section 11 of these Terms and Conditions.

Your Income and Monthly Administration Charge will reduce to the proportion that the residual value of your plan bears to the value of your plan before the encashment.

If you take some of the money out of your Plan and this causes the value of your investments to fall below £5,000, we have the right to close your Plan.

## Total Encashment

Any dealing charges associated with the sale of shares in your Investment Portfolio, along with any Administration Charges due will be deducted from the total encashment before the final payment is made to your bank account.

Any dividends due to your Plan which are received after the total encashment has taken place will be paid to your registered bank account after they have been received.

## Transfers Out

You may request a transfer of your ISA funds to another ISA manager. We reserve the right to decline a transfer out if we do not believe the receiving scheme meets with regulatory standards.

## 11. Income

Income is paid monthly by direct credit to the registered bank account named in your Plan. The first payment will be made one month after your Investment Date. Future monthly payments will be made on the same date each month thereafter. Should the payment date fall on a weekend the payment will be made on the nearest working day to that payment date. You can log into your Personal Online Account to view your payment information.

### Annual Dividend Income

The Annual Dividend Income is calculated as at your Investment Date (and on the yearly anniversary of your Investment Date), based on the shares in your Investment Portfolio, by adding together the interim dividends and special dividends between the penultimate final dividend and the most recent final dividend, excluding the penultimate final dividend and including the most recent final dividend.

Any special dividends with an ex-dividend date prior to your Investment Date will not be included in the Annual Dividend Income. The ex-dividend date is the date on which, if you own the security, you will be entitled to the dividend payment.

- A special dividend is a non-recurring distribution of company assets, usually in the form of cash, to shareholders
- A final dividend is the dividend declared at a Company's Annual General Meeting for any given year. It is calculated after all financial statements are recorded and the directors are aware of the company's profitability and financial health. It is included in the annual dividend calculation on the ex-dividend date
- An interim dividend is a payment made before a Company's Annual General meeting and financial statements. It is usually accompanied with the company's interim financial statements.

In the event of any ambiguity in respect of the type of dividend paid by a Company, the Investment Committee will decide on the classification.

### Initial Monthly Income

Your Initial Monthly Income is calculated by taking the Annual Dividend Income and dividing it by 12, then taking off our administration charge. Your income will be paid in monthly instalments starting one month following your Investment Date and the same date each month thereafter, for the first Plan Year.

### Ongoing Monthly Income

Your Ongoing Monthly Income is calculated by taking the Annual Dividend Income and dividing it by 12, then taking off our administration charge. Your income will be paid in monthly instalments on the same payment date each month.

### Suspension of Income Payments

Your Monthly Income may cease should your Income Account be insufficient to continue to make the payments. Should this be the case you will automatically be informed that Monthly Income payments will cease, and then when there is sufficient income in your income account to recommence the payments.

## **12. Fees and Charges**

We may review our fees and charges when we consider it appropriate, and in normal circumstances we will notify you in writing (or by email) 30 calendar days in advance of any changes.

Our fees and charges are shown below:

### Dealing Charges

There is a dealing charge of £7.50 for:

- Each initial purchase of shares in the Plan when the money is invested
- Each sale of shares in the Plan when you complete a partial or full encashment.

An automatic yearly rebalancing will incur a dealing charge of £5.00 for each sale and purchase of shares.

An elective or future rebalancing will incur a dealing charge of £15.00 for each sale and purchase of shares.

SDRT of 0.50% will also be payable on all purchases.

All dealing charges will be deducted from your Capital Account.

### Administration Charges

The Administration Charge is deducted before we pay you your monthly income.

The ongoing yearly Administration Charge is 0.50% of your initial investment.

## **13. Other Fees and Charges**

### Stamp Duty Reserve Tax (SDRT)

SDRT of 0.5% is payable to HMRC on all electronic 'paperless' share purchases. This cost will be collected paid directly to HMRC on your behalf. The SDRT will be included in the total cost payable to the broker and added to the cost of your Shares.

### Panel of Takeovers and Mergers Levy (PTM Levy)

PTM Levy is a charge of £1 automatically imposed by the Panel of Takeovers and Mergers when executing sales and purchases with a value in excess of £10,000 (this will apply to the daily aggregate deals being placed, not individual client instructions). Synergy will absorb any PTM charges.

## **14. Currency conversion**

Companies may declare their dividends in a currency other than UK Sterling. We will instruct our stockbroker to elect for these dividends to be received in UK Sterling. Your income may therefore be affected by the movement of the exchange rate between the currency of the dividend and UK Sterling. The rate used by our nominated stockbroker will be based on the applicable daily exchange rate.

## **15. Your Right to Cancel**

Dividend Income is sold on an execution only basis. We do not offer advice to clients and will only act upon client instructions received. Defined cancellation rights are therefore not available. You do have the right to provide a disinvestment instruction at any time after you have made an application. We will endeavour to act on this instruction at the next possible dealing point. You will, however, remain open to investment risk and liable for any applicable charges.

## **16. Our Right to Close Your Plan**

We reserve the right to close your Plan by giving you 90 days written notice if we consider, at our absolute discretion, that it is impracticable to continue managing your Plan, if you are in breach of any of these Terms and Conditions or if the total value of your investments is less than £5,000.

We reserve the right to close your Plan if the monthly income reduces to less than £10 per month.

We may terminate your Agreement without notice if required to do so by any competent authority or if you commit fraud, or become insolvent or any other similar circumstances. Termination will be without prejudice to the completion of any transactions already initiated.

If we exercise this right in accordance with our rights and obligations under these Terms and Conditions and we do not act negligently, fraudulently or in wilful default, you will not be entitled to any compensation or damages in respect of that closure.

If we intend to stop acting as the Plan Manager we will give you 90 days written notice of the closure of your Plan. As part of the closure process, for all Plans, we may sell all your shares.

Where we sell all your shares to close your Plan, we will sell them in the manner described above. After deducting any outstanding fees and charges from the sale proceeds, we will pay the balance to you.

Should any payment become due to you after you have closed your Plan, we will make the payment into your registered bank account.

There is no minimum or maximum holding period for your Plan.

## **17. Additional Terms**

### Website

The information displayed on our website is intended for “Qualifying Individuals”. No information provided or service we offer should be taken as an offer or solicitation to conduct investment business in any jurisdiction other than the UK.

### Access and information

We will use all reasonable endeavours to provide you with continuous access to the website but we cannot guarantee it as we have no direct control over the internet.

You acknowledge that services may not be error free and can be interrupted and variable. We cannot guarantee that any stock or fund related or any other information available on our website will be error free.

Some information on the site is provided by a third party and we are not liable for any inaccuracy, errors or omissions in the information they provide us except where such inaccuracy, error or omission is caused by our own wilful default or negligence.

None of the information we publish constitutes a recommendation to buy, sell or otherwise deal.

If you are unsure whether an investment is suitable, you should seek professional advice.

### Security

It is your responsibility to have secure access to the internet and we recommend that you change your password regularly to keep your details as secure as possible. In addition we strongly suggest that you do not use the same password for any other online accounts you hold.

You must not disclose your login details or other secure information to any other party. Where we believe the integrity of our systems could be compromised by you providing your access details to a third party, we reserve the right to block online access to your Personal Online Account. Where such disclosure leads to your Personal Online Account being blocked we will not be liable for any losses that could arise.

Once you have registered your Personal Online Account and provided your details, you will be able to login to your Personal Online Account from your computer, mobile device, or tablet. Please note you are responsible for any online changes you make to your account. Synergy Financial Products Limited will not accept any responsibility for changes made by you or any joint holder to the account.

## **18. Death and Probate (applies to individuals only)**

Our appointment as your Plan Manager will end if we receive appropriate notification of your death, or a court appoints a trustee or custodian of your assets. Your Plan will remain untouched until we receive instructions from your personal representative(s), executor(s), or the beneficiary of your Plan.

Our authority will not be affected by your death and these terms and conditions will still apply to your personal representative(s), executor(s) and/or your beneficiary as the case may be. Your Plan will cease at the date of your death but will remain untouched (with the exception of corporate actions) until we receive instructions from your personal representative(s), executor(s) or the beneficiary of your Plan.

Any income payable after notification of the death of a Plan Holder will be accrued in the Plan. It is the responsibility of the executor or beneficiary to account for any tax liabilities due to HM Revenue and Customs.

Once we have received and processed all the information we require from your personal representative(s), executor(s) or the beneficiary of the Plan, as appropriate, we will normally sell your shares.

We will pay out the sale proceeds plus any income due to your personal representative(s), executor(s) or your beneficiary once we have received the proceeds of the sale of all the stocks after we carry out their instructions. Alternatively, we will invest the sale proceeds according to their instructions following the completion of an Application form and us having verified your identity in accordance with UK money laundering legislation, subject to the investment limits in Section 1.

In order to carry out your wishes, your personal representatives, executors or beneficiary, as appropriate, acknowledge and agree to provide certified copies of all relevant documentation required by us, including but not limited to, certified death certificate, grant of probate, letters of administration and/or small estates form.

## **19. Documents and Records**

We will keep records in line with data protection regulations. This may include an electronic or hard copy for 6 years from the date of any plan closure.

## **20. Anti-Money Laundering**

We are required to verify your identity in accordance with UK money laundering legislation. For this reason we may use your personal data, as defined in the General Data Protection Regulation, in order to carry out electronic searches on private and public databases. We will keep records of any information obtained. We may use credit reference agencies which will record that an enquiry has been made. By entering into this Agreement you confirm your acceptance of our use of credit reference agencies which will result in such a record.

## **21. Keeping You Informed**

Once you have registered, you can use your Personal Online Account at any time to view your plan to access statements, valuations, Capital Gains Tax (CGT) Statements (if you are an individual) and Dividend Statements and make changes to your details.

We will mainly communicate with you through email. Where it is necessary to send items by post it will be sent by second class post.

In the interest of the proper management and administration of Dividend Income, we may send e-mails or make unsolicited telephone calls to you during normal business hours and at such other times as we consider prudent and reasonable of the circumstances dictate. You consent to such communications.

## **22. Notices and Requests**

All documents and communications from us will be in English.

We may send you notices or other documents via email to the registered email address on your Personal Online Account. Other correspondence may be sent by second class post (or by registered post at your request and expense).

If you request a cheque we will always send this by second class post.

We are not responsible for the loss of any documents, or the cost of replacing them, or for any delay or failure of delivery of any communication we send to each other. Provided that we send you correspondence to the email address and/or postal address you have provided, we will not be deemed to have failed in any duty of privacy, nor be liable for any losses, costs or expenses which may arise from a third party intercepting the communications.

We will acknowledge all notices and instructions received either directly online, or by email.

You may send notices or requests through our website or otherwise contact us at our correspondence address, which is: Investore, Centrium 1, Griffiths Way, St Albans, Hertfordshire AL1 2RD

## **23. Our Obligations to You**

We will manage your Plan with due care and diligence, as directed by you in your Application or other instruction, and in accordance with the applicable regulations and these Terms and Conditions. However, we will not be liable to you for any costs, claims, demands, losses, expenses or any other liabilities whatsoever (including any demands or claims by HM Revenue & Customs) as a result of any loss of opportunity to increase the value of any of your Plan, or any depreciation in the value of any of your plan other than as a result of our negligence, fraud, wilful default or breach of the applicable regulations or these terms and conditions.

We will not be liable for acts or omissions by us or any third party, whether or not that third party is acting as our agent, unless it arises as a result of our negligence, fraud, wilful default or breach of the applicable regulations.

## **24. Liability**

We accept responsibility for any loss, damages or costs suffered or incurred by you only to the extent that such loss arises directly from our gross negligence, wilful default, fraud, and/or our deliberate and wilful breach of any duties which we owe you under Financial Services and Markets Act 2000 (FSMA), FSMA Regulations or FCA Rules. We will not be liable for any other losses, damages or costs suffered or incurred by you.

We will take reasonable care in the assessment and appointment of custodians, bankers, counterparties, agents and other third parties. We accept responsibility for any loss, damages or costs incurred by you only where these arise from our, negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible in any other circumstance for the actions of any such third parties. We will not be liable for any negligence, fraud or default by any approved bank or custodians who hold cash or assets in or on behalf of your Plan.

We shall not be liable to you for any failure or delay in performing any of our obligations under these Terms and Conditions if any such failure or delay is due to any cause outside of our reasonable control.

Events outside our reasonable control shall include, without limitation:

- Acts of God

- Any change to the law or regulation of a governmental or regulatory body
- Any act of terrorism
- Market conditions affecting the execution or settlement of transactions in respect of your Plan
- Any 'denial of service' or other targeted network attack
- Any event or circumstance that we are unable, using reasonable skill and care, to avoid.
- No warranty or representation is given by us as to the performance or profitability of the shares.

#### IMPORTANT

You are reminded that Dividend Income's primary purpose is to provide a long term income, if you encash you may get back less than you invested.

#### **25. Your Obligations to Us**

You and your personal representative(s) will indemnify us against all proceedings, actions, costs, claims or demands and any other liabilities whatsoever (including any demands or claims by HM Revenue & Customs if applicable) incurred by us in connection with your Plan, unless these arise as a result of our negligence, fraud, wilful default or a material breach by us of the Applicable Regulations or these Terms and Conditions.

#### **26. Delegation and Assignment**

The Terms and Conditions are personal to you and you cannot transfer your benefits, duties and obligations to someone else.

We may delegate any of our functions and responsibilities under these terms and conditions to another party (including another Plan Manager) and share information we hold about you with that other party, so long as we are satisfied that any such party is competent and, where necessary, authorised to carry out those functions and responsibilities.

Please see Clause 27 Confidentiality and Data Protection, for further details about the treatment of your information in these circumstances.

Subject to Applicable Regulations, we may employ other people to advise on or perform any of our obligations under these Terms and Conditions.

#### **27. Confidentiality and Data Protection**

Subject to the provisions of this clause we will not disclose without your written authority any confidential information relating to your Plan to a third party. However, you acknowledge that we will disclose confidential information relating to your Plan if so required under any applicable law or regulation, or if required to do so by the FCA or by HM Revenue & Customs. In addition, you acknowledge that we may share your confidential information with a third party. Where we are delegating our functions and responsibilities to that third party and provided that we comply with and procure that the third party complies with any applicable data protection legislation.

We will treat any personal data which we obtain from you in relation to the provision of your Plan under these terms and conditions in accordance with applicable data protection legislation under the General Data Protection Regulation.

In accordance with legal and regulatory requirements, we will retain your records for a minimum period of seven years following the termination of the agreement.

Telephone conversations with you will be recorded by us for our mutual protection and training purposes.

We may collect, use and store the personal information which you submit to us in your application, including information relating to our products and services you have purchased from us and use, transactions that you carry out, and your relationship with us.

If you contact us we may keep a record of that correspondence and we may keep copies of any documents that you provide to us including any documents provide for verifying your identity such as your passport or driving licence.

You agree that we may use the information we collect:

- To process your application
- To supply the products and/or services which you are applying for
- To meet our obligation under any applicable laws; in particular anti-terrorism and anti-money laundering laws
- For general account administration purposes

You agree that we may share your information with third parties in the following circumstances:

- Where we use your information to carry credit assessment we will need to share your information with credit reference agencies to assess your eligibility for the product or service applied for and to verify your identity

## 28. Conflicts Of Interest

### Introduction

We are committed to taking measures to recognise, supervise, examine and resolve conflicts of interest. We recognise that it is not possible to eliminate all sources of conflict of interest; however, safeguarding customers' welfare remains our primary objective. This policy encompasses the relationships with customers and third party contacts.

### Definition

We define a conflict of interest as being either:

- between us and you as a customer; or
- between yourself and another customer where your interests are materially affected.

### Situations

We have identified areas where a conflict of interest may arise. They include, but are not limited to:

- services in different capacities at the same time;
- providing investment management;
- acting for more than one customer in a transaction;
- holding information on other customers that would affect you or them if it was disclosed;
- receiving gifts or entertainment which could conflict with our duties to you;
- employees pursuing activities or personal relationships potentially detrimental to you and
- personal account holdings in companies or other investments being offered by us.

### Procedures

Our procedures are noted below and we consider them satisfactory to allow us to act without bias to prohibit damage to your interests. At all times stringent criteria to address and resolve conflicts is followed. Protocols have been developed and introduced to manage conflicts of interest. Our employees are provided with relevant training about the protocols and standards of conduct expected thereafter. Our management remains responsible for ensuring the protocols and resources are sufficient to identify and attend to a conflict as it may arise.

We maintain an internal log of conflicts that arise, listing how each conflict was monitored and any solution which was developed and applied to resolve the problem and to prevent the customer's interests from being disadvantaged.

We have in place procedures to prevent unauthorised access or inappropriate dissemination of information.

Where our functions could create an internal conflict our duty lines are kept separate and individual management and reporting structures are established.

## 29. Appropriateness

We are not required to assess the suitability of the investment or service provided to you and, as a result, you will not benefit from the protection of the FCA Rules on assessing suitability.

We will not assess whether Dividend Income meets your investment objectives, whether you are able financially to bear the risk of any loss that the investment or service may cause, or whether you have the necessary knowledge and experience to understand the risks involved

Please speak to a professional adviser if you are not sure whether the plan is right for you.

## 30. What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If you have a complaint relating to your Plan, telephone us on 0330 088 4210. Alternatively you can write to us at Investore, Centrium 1, Griffiths Way,, St Albans, Herts AL1 2RD or email us at: support@yourinvestore.com

### Service Standards

We will try to resolve your complaint by the end of the third business day following the day the complaint was received. If we are unable to do this, we will write to you within five working days to either:

- Provide you with a full response; or
- Acknowledge your complaint.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

#### Financial Ombudsman Service

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS) if you are an eligible complainant (as defined by the FCA).

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with our final response, or if we have not issued our final response within eight weeks from you first raising the complaint. However, they will only consider your complaint once you have tried to resolve it with us.

You can contact the Financial Ombudsman Service at the address below.

#### Financial Ombudsman Service

Exchange Tower

London E14 9SR

Or Telephone: 0300 123 9123

Or email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Or visit the website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This service is free to you and you can find out more at any time by contacting the Financial Ombudsman Service. Using this complaints procedure will not affect your legal rights.

### **31. Financial Services Compensation Scheme**

Arrangements exist under the Financial Services Compensation Scheme (FSCS) to protect Investors if we are unable to meet our financial obligations and you may be entitled to help from the FSCS.

The FSCS only pays compensation for financial loss and compensation limits are per person per firm (including any subsidiaries the firm may have).

The FSCS limits for investments can be found on the FSCS website.

If you need more information, you can contact the FSCS helpline on 0800 678 1100 or 020 7741 4100 or write to the address below or visit the website [www.fscs.org.uk](http://www.fscs.org.uk).

### **32. United Kingdom Taxation**

Current taxation, legislation and HM Revenue & Customs practice are subject to change without notice. The impact of taxation (and any tax relief) depends on individual circumstances.

Your taxation treatment will depend on your individual circumstances and may be subject to change in future. If you are in any doubt about your taxation position, you should consult a professional adviser.

Taxation on investments can be complex so we recommend you speak to a tax specialist or a financial adviser. There may be a charge for financial advice.

#### Income Tax

This section applies to direct accounts only. Income tax on dividends and capital gains tax on capital withdrawals are not applicable to the ISA variation of the plan.

From the 6<sup>th</sup> April 2018 a new tax-free Dividend Allowance was introduced. The Dividend Allowance has been set at £2,000 meaning you won't pay any tax on the first £2,000 of dividend income you receive. However, you will have to pay tax on any dividends received above the £2,000 allowance. This allowance is subject to change.

You can create a dividend statement when you are logged into your online account to see the amount of dividends your Plan has received during the tax year.

#### Capital Gains Tax (CGT)

Partial encashment, total encashment or rebalancing of your Plan may give rise to capital gains or losses if you are an individual. You can obtain a Capital Gains Tax statement from your Personal Online Account for your Plan which will show your gains and losses for each tax year.

Value Added Tax (VAT)

Currently there is no VAT applicable to charges and fees of the Plan.

### **33. General**

Dividend Income is governed by the law of England.

We cannot commit you to any financial obligation in addition to your Plan either by borrowing or by committing you to a contract where the performance depends on you making additional payments. We do not have authority to use your Plan to underwrite any securities that are issued or offered for sale.

You authorise the Plan Manager to provide HM Revenue & Customs, the FCA, The London Stock Exchange or any other relevant regulatory authority or exchange, information about you or your Plan, which any such body may request.

Nothing in these terms and conditions constitutes the giving of advice by the Plan Manager.

The terms and conditions are based upon the Plan Manager's understanding of current legislation and HM Revenue & Customs practice and could be affected by changes in legislation made in the future.

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Registered Office:, Centrium 1, Griffiths Way, St Albans, Hertfordshire AL12RD.

### **34. Changes to the Terms and Conditions**

Subject to the Applicable Regulations and us acting reasonably, we can alter any of the Terms and Conditions of your Plan.

The Plan literature (including your application and these Terms and Conditions) represents the entire terms on which we provide your Plan.

Any amendments we make will be subject to giving you reasonable notice of all significant changes, which in normal circumstances would not be less than 30 calendar days. If you do not agree with the amendments, you may instruct us to close your Plan following the process set out in these Terms and Conditions.

Where there is a change in Applicable Regulations that brings our Terms and Conditions into conflict with them, the Terms and Conditions will be changed accordingly. The necessary changes will be deemed to have been made at the time the new Applicable Regulations come into effect, subject to anything to the contrary in any Applicable Regulations.

We will write to you and let you know about such changes as soon as we can, or if failure to satisfy the provisions of the Applicable Regulations means that your Plan has or will become void, or if at any time it is impossible, impracticable or otherwise unreasonable for us to continue managing your Plan.