

## TELEPHONE EXECUTION-ONLY SERVICE: SUPPLEMENTARY TERMS

---

**These Supplementary Terms explain the manner in which the Telephone Execution-Only service differs from the execution-only service offered by Charles Stanley & Co Limited (“us”) as described in our booklet, ‘Our Services and Business Terms’.**

**Our agreement with you regarding the Telephone Execution-Only service will consist of ‘Our Services and Business Terms’ as varied by these Terms, together with your account form and our commission rate and charges sheet. These Supplementary Terms shall take precedence if there is a conflict between these documents, but words and expressions shall have the meanings given to them in ‘Our Services and Business Terms’.**

**We have provided you with copy of these documents; please read them carefully and discuss with us anything which you do not understand, as by signing your account form you confirm that you accept them and will be bound by them in your dealings with us.**

### 1. SECURITY

---

- 1.1. In the course of setting up your Telephone Execution-Only Service account, we may ask you (and in the case of joint accounts, each of you) to choose a password and provide us with other information which we will use whenever you telephone us to confirm your identity.
- 1.2. It is a condition of our provision of our Telephone Execution-Only service to you that:
  - 1.2.1. you will not disclose these security details (by act or omission) or allow them to be disclosed to any other person, and you will take all appropriate measures to prevent any third party gaining access to them;
  - 1.2.2. immediately on becoming aware that another party has acquired knowledge of any of your security details, you will:
    - 1.2.2.1. cease to make further use of them;
    - 1.2.2.2. telephone us at our Head Office;
    - 1.2.2.3. follow this at once with confirmation in writing or by email; and
    - 1.2.2.4. until our Administration Team receives written confirmation from you, you will be exclusively responsible for any instructions placed or purported to be placed by you which are accompanied by your security details, and we shall be entitled to treat all such instructions as authentic.
- 1.3. For your own security, we shall suspend our services to you with immediate effect and without prior notice to you if we have reason to suspect that your account and/or your security details are being used by someone else, or if you are unable to answer the security questions.

### 2. REGISTRATION

---

- 2.1. If you reside or normally reside overseas, or spend considerable periods travelling, you are required to register Investments purchased through us in the name of our nominee, Rock (Nominees) Limited, and have sufficient cleared funds deposited with us in advance of any Purchase.

### 3. CLIENT MONEY

---

- 3.1. Where we deal in a currency other than sterling we will complete a foreign exchange conversion into sterling, issue a sterling contract note and settle in sterling unless you have opened a relevant currency account with us and specified at the time of instructing us that you wish to be contracted and settle in the base currency. We remind you of clause 1.15.1 of ‘Our Services and Business Terms’, which sets out how we deal with your money in these circumstances.

### 4. LIMIT ORDERS

---

- 4.1. On request, we may agree to offer limit services as described below. However, prevailing market conditions, failures of information technology systems, the suspension or restriction of trading, natural disasters, staffing shortages and other events beyond our reasonable control may mean that we are either unable to offer these services or we have to decline a request for these services from time to time.
- 4.2. These clauses are supplementary to and should be read in conjunction with our Order Execution Policy Summary (see clause 1.11 of ‘Our Services and Business Terms’, and in particular clause 1.11.13).

- 4.3. We may make available to you a Limit Minder Service for UK equities listed on either the London Stock Exchange or Alternative Investment Market if you cannot deal for standard settlement (for example, where you hold paper share certificates, or do not have funds on account to cover Purchases, or you do not wish us to use an order book facility, when available).
  - 4.3.1. Limit Minder Orders to either Purchase or Sell securities can be placed for a minimum of the business day that the Order is given, up to a maximum of five business days, including the day the instruction is placed.
  - 4.3.2. Limit Minder Orders are accepted on an 'all or nothing' basis, unless otherwise agreed. Orders will not be accepted after 4.00pm.
  - 4.3.3. We will use reasonable endeavours to deal if the market price matches or exceeds the price limit you have agreed with us until close of market trading on the day the Limit Order expires. We will not be liable for any loss or expense you incur if we are reasonably unable to do so for any reason (for example, it may not always be possible to execute Limit Orders under the prevailing market conditions or as a result of system failures).
  - 4.3.4. Where your stock is held in our nominee for Sales and/or you have sufficient cleared funds on your account to cover Purchases and an order book facility is available we may, at our absolute discretion, subject to terms of the order book, accept an Order to buy or sell shares at a specific price. Orders for order book entry will be accepted for one business day and will expire after the closing auction. Order type will be agreed between you and the dealer when placing the trade. We will not be liable for any loss or expense you incur if we are reasonably unable to do so for any reason (for example, systems failures) you also accept that due to the nature of the order book that if you deal you may only achieve partial completion of your Order.
- 4.4. For Orders in overseas equities we may at our absolute discretion accept a price limit, and on occasions insist on a price limit as a condition of accepting an Order especially if the Order is to buy at the open of the relevant market and/or there is market or stock volatility. Orders will be accepted for one business day of the relevant market. You accept that if you deal you may only achieve partial completion of your order. We will not be liable for any loss or expense you incur if we are reasonably unable to do so for any reason (for example, it may not always be possible to execute Limit Orders under the prevailing market conditions or the failure of any third party we may employ in the local market concerned).
- 4.5. Contingent limits or Orders (i.e. those conditional on the completion of another instruction) will not be accepted.
- 4.6. We do not accept stop loss and stop limits.

## 5. DEALING

---

- 5.1. In addition to our discretion to reject any instruction (as set out in clause 1.10.2 of 'Our Services and Business Terms'), we reserve the right to impose a minimum order size on any purchase instructions, particularly on non-Crest settled residual securities, overseas securities and bonds.
- 5.2. Our discretion to accept or reject any instruction to carry out any transaction (as set out in clause 1.10.2 of 'Our Services and Business Terms') may also be exercised in respect of instructions received outside normal London Stock Exchange trading hours, including those regarding overseas securities.
- 5.3. You are required to fully pre-fund your initial Purchase transactions, so that cleared funds are available in your account with us before we will deal. If not, then you will not be able to deal immediately (or at all as regards Purchase Orders in overseas securities, gilts and bonds that must always be pre-funded). Once a dealing pattern has been established to our satisfaction, we may agree a specific dealing limit but shall be under no liability to do so. Our agreement to a dealing limit does not carry responsibility on our part to prevent your trading beyond the limit and you shall remain liable for all Orders placed. If you exceed your dealing limit, we reserve the right to reverse the relevant Purchase in its entirety without notice. We reserve the right to increase, reduce or leave unaltered any dealing limit without giving reason or notice. You may request the dealing limit to be reviewed, but we shall be under no obligation to do so.
- 5.4. For Sale Orders, where the security is not in our custody, we reserve the right to require that all documents of title, duly signed transfer forms and any other documents necessary to enable good delivery, are delivered to us prior to dealing. If there is any reasonable doubt as to your ownership or ability to sell the securities, we reserve the right to close any transaction at our absolute discretion and you shall compensate us for any losses that we may incur. We do not permit short selling.