

WM CAPITAL MANAGEMENT LTD
UNICORN AIM IHT & ISA PORTFOLIO SERVICE
TERMS OF BUSINESS FOR INTERMEDIARIES



These terms of business (referred to throughout as the "terms") determine the basis on which WM Capital Management Ltd ("WM Capital", "we", "us" or "our") will accept business from "you", the Intermediary in relation to the Unicorn AIM IHT & ISA Portfolio Service, which is managed by WM Capital Management Ltd. These Terms of Business do not refer to any other service you may introduce your client to us for.

1. Introduction

- 1.1 Customers you introduce to us will become WM Capital customers and enter into a customer agreement with us but you will continue to provide advice and other services to these customers.
 - 1.2 These terms detail the terms and conditions upon which we will accept business from you as the intermediary.
 - 1.3 By introducing customers to us you acknowledge that you understand and agree to these terms.
 - 1.4 At our sole discretion and without reference to you, we may decline any customer you introduce to us. This includes terminating an ongoing relationship.
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2. Commencement

- 2.1 These terms shall commence on the date that we first accept an application for investment from you.
 - 2.2 These terms supersede any terms of business previously provided to you and any amendments to such terms that may have been agreed.
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3. Services & Relationships

- 3.1 WM Capital is authorised by the Financial Conduct Authority to provide the service of managing investments.
- 3.2 WM Capital is the Investment Manager for all individual retail portfolios within the Unicorn AIM IHT & ISA Portfolio Service.
- 3.3 WM Capital does not provide investment services to you and consequently you are not a customer of WM Capital.
- 3.4 Customers you introduce to us will become clients of WM Capital in respect of the Unicorn AIM IHT & ISA Portfolio Service only. However, in relation to your business and the advice you provide, the customers shall remain your clients until such time as your services are terminated.

- 3.5 Unicorn Asset Management, which is authorised and regulated by the Financial Conduct Authority and is recorded in the Register under reference no 192164, acts as Investment Adviser to WM Capital in respect of the Unicorn AIM IHT & ISA Portfolio Service.
- 3.6 WM Capital will be using the services of James Brearley & Sons Ltd for the execution of trades for the Unicorn AIM IHT & ISA Portfolio Service. James Brearley & Sons Ltd is a member of the London Stock Exchange. A copy of their Best Execution Policy and Conflicts of Interest Policy are available on request.
- 3.7 James Brearley & Sons Limited, which is authorised and regulated by the Financial Conduct Authority and is recorded in the Register under reference no 03705135, provides nominee and custodian services for all portfolios held within the Unicorn AIM IHT & ISA Portfolio Service.
- 3.8 The marketing agent to the service is LightTower Partners. FCA authorised advisers / brokers should contact LightTower Partners. LightTower can be contacted on 020 7071 3940 or investor-relations@lighttowerpartners.co.uk.
- 3.9 Your client will also become a client of James Brearley so that they can provide nominee services to your client. Their responsibilities to your client are laid out within its Investor Terms Document.
- 3.10 You agree that we and our associates may communicate directly with customers in respect of the Unicorn AIM IHT & ISA Portfolio Service.
- 3.11 We agree that we will not provide any financial advice to your client or attempt in any way to encourage them to undertake further business with WM Capital.
- 3.12 You are not authorised to act on behalf of WM Capital or represent yourself to any customer as our agent.
- 3.13 When we or any of our associates communicate with you in your own capacity, we will treat you as an investment professional and will categorise you as a per se professional client and we will record this in its records as defined under the financial promotions rules.
- 3.14 In respect of any communications we or any of our associates send to you, which are intended for "investment professionals", you agree that you will not, without our prior written consent, forward, copy, duplicate or reproduce that communication to any retail investor
- 3.15 Nothing in these terms shall create or be construed as creating any partnership, agency, relationship or joint venture between us.

4. Obligations

- 4.1 We will provide our services directly to your customers and, therefore, any such customers will also become our customers.
- 4.2 Since we are providing the services of managing investments directly to our mutual customers, you are arranging for the customer to have a direct contractual relationship with us.
- 4.3 Neither WM Capital nor any of its associates will provide investment or tax advice to you or any of your customers, or advise you or any of your customers on the suitability of investing in to the Unicorn AIM IHT & ISA Portfolio Service.

- 4.4 Except where otherwise provided by the relevant rules and regulations, our obligations in respect of assessing suitability will be limited to determining whether any decision to trade is suitable for the customer.
 - 4.5 You are solely responsible for ensuring that any investments made by your clients into the Unicorn AIM IHT & ISA Portfolio Service are and remain suitable for them.
 - 4.6 We have the right to rely upon the suitability checks you undertake for the purposes of ensuring that clients that you advise to invest into the Unicorn AIM IHT & ISA Portfolio Service are suitable. We may ask for more detail on the supporting evidence that you obtain when carrying out our checks as to the suitability of this product for your clients and you hereby agree to provide such evidence whenever that may be.
 - 4.7 You warrant that we may rely upon any information you supply to us and that such information is accurate and complete and up to date.
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5. Your Authorisation

- 5.1 You confirm that you are authorised, or exempt from authorisation, for the purposes of the Financial Services and Markets Act 2000 and that you are authorised to enter into and perform your obligations under these terms.
 - 5.2 You confirm that you are authorised or exempt under the relevant rules and regulations to promote, distribute, market, provide advice and related services and execution-only services to your customers in relation to various investments.
 - 5.3 In your dealings with customers and prospective customers, and in carrying out all activities covered by these terms, you shall act in accordance with all relevant rules and regulations, laws and regulations.
 - 5.4 If you cease to be authorised or exempt under the Act, you must inform us immediately.
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6. Documentation

- 6.1 It is solely your responsibility to ensure you have the most up to date versions of all documentation produced by us in respect of the Unicorn AIM IHT & ISA Portfolio Service.
 - 6.2 You agree to forward to a customer, without any amendment or delay, any document provided by us for the customer's information or completion and to promptly return to us all completed documents.
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7. Anti-Money Laundering

- 7.1 You are responsible for ensuring compliance with all relevant requirements of the relevant rules and regulations in respect of the prevention of money laundering, in relation to those activities concerned with the distribution of the Unicorn AIM IHT & ISA Portfolio Service to your customers.
- 7.2 You agree that we shall be entitled to rely upon any documents we request sight of for the purpose of monitoring your compliance with clause 7.1.
- 7.3 We are responsible for ensuring compliance with all relevant requirements of the relevant rules and regulations in respect of the prevention of money laundering, in relation to those activities concerned with the Investment Management of the Unicorn AIM IHT & ISA Portfolio Service to your customers.

8. Anti-Bribery, Anti-Money Laundering & Corruption

- 8.1 You are solely responsible for ensuring compliance with all relevant requirements of the relevant rules and regulations in respect of financial crime, in relation to activities concerned with the distribution of the Unicorn AIM IHT & ISA Portfolio Service to your customers.
 - 8.2 You agree that we shall be entitled to rely upon any documents we request sight of for the purpose of monitoring your compliance with clause 8.1.
 - 8.3 We are responsible for ensuring compliance with all relevant requirements of the relevant rules and regulations in respect of financial crime, in relation to those activities concerned with the Investment Management of the Unicorn AIM IHT & ISA Portfolio Service to your customers.
 - 8.4 WM warrants that it has procedures and policies in place for the prevention of bribery in accordance with the Bribery Act 2010 and that we have a zero tolerance to acts of bribery.
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9. Data Protection

- 9.1 Both parties warrant they will comply with the requirements of the General Data Protection Regulation (GDPR) as appropriate. A copy of our privacy policy is available at www.lighttowerpartners.co.uk/products/unicorn-aim-iht-portfolio-service/
 - 9.2 Both parties warrant they will hold and maintain all registrations and notifications as are required for the performance of its obligations under these terms.
 - 9.3 You agree that we shall be entitled to rely upon any documents we request sight of for the purpose of monitoring your compliance with clauses 9.1 & 9.2.
 - 9.4 We may transfer data to associated parties involved in the provision of the Unicorn AIM IHT & ISA Portfolio Service, in particular James Brearley & Sons Limited the nominee and custodian of the Unicorn AIM IHT & ISA Portfolio Service and LightTower Partners.
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10. Indemnity Against Loss

- 10.1 You agree to indemnify and keep us indemnified against any losses which we may suffer or incur as a consequence of:
 - Any failure by you to comply with the relevant rules and regulations.
 - Failure by you to perform and maintain suitability assessments in respect of each customer in accordance with COBS.
 - The provision of inaccurate or incomplete information by you or failure to update information you have previously supplied to WM Capital.
 - Any inaccurate or misleading statement made to a customer concerning WM Capital.
 - Failure to make or late payments made to WM Capital by you or a customer, unless such losses are directly caused by the negligence, fraud or wilful default of WM Capital.
 - Any breach of these terms, negligence, fraud or wilful default by you.
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11. Intermediary Remuneration

- 11.1 At all times, the payment of commission, fees or any other form of remuneration or payment shall be governed by these terms and relevant rules and regulations.
- 11.2 At our discretion, we may cease to facilitate the payment of fees or any other form of remuneration or payments to you if:
 - Your permissions are suspended, cancelled, revoked or amended in such a way that you

are unable to fulfil your obligations under these terms.

- You are subject to an investigation or enforcement action by the FCA, or any other relevant regulatory body, in relation to a matter concerning these terms.
 - A customer withdraws their consent to such payments.
 - The receipt of such payments by you would breach the relevant rules and regulations.
 - If you go into liquidation, or receivership, or are subject to an administration order, enter into any arrangement with creditors, are unable to pay your debts, have your goods seized in execution, or are bankrupt.
 - You commit a breach of these terms or relevant rules and regulations.
 - These terms are terminated.
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12. Intermediary Commission

- 12.1 We shall only pay you commission in respect of customers you introduce to us:
- When you have not made any personal recommendations in respect of the Unicorn AIM IHT & ISA Portfolio Service; or
 - Where the customer is not a retail client; or
 - Where the customer is not a UK resident; or
 - Any other situation agreed between us, provided the payment of such commission is permitted by the relevant rules and regulations.
- 12.2 We may cease paying you commission in the following circumstances:
- The customer ceases to hold the Unicorn AIM IHT & ISA Portfolio Service;
 - We are no longer permitted under the relevant rules and regulations.
- 12.3 We reserve the right to withhold or reclaim commission from you in the following circumstances:
- If we have overpaid you or if you have received payment in error.
 - If a customer exercises any right of cancellation under the relevant rules and regulations.
 - In order to satisfy any outstanding amounts you owe us under these terms.
 - To offset any settlement due.
- 12.4 In accordance with the relevant rules and regulations, you should disclose to the customer the amount of commission other income or non-monetary benefits you may receive, prior to an investment in any the Unicorn AIM IHT & ISA Portfolio Service.
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13. Intermediary Fees

- 13.1 If a customer purchases the Unicorn AIM IHT & ISA Portfolio Service following a recommendation by you, WM Capital may facilitate the payment of a fee to you on their behalf from cash held within the client's portfolio subject to the client confirming their agreement in writing.
- 13.2 You warrant that you shall:
- Disclose all information required by the relevant rules and regulations to the customer as regards your adviser charges and our product charges.
 - Gain the informed consent of the customer in respect of your adviser charges.
 - Inform us immediately if the customer wishes to withdraw your services, cease to pay your adviser charges, or otherwise withdraw from the Unicorn AIM IHT & ISA Portfolio Service.

- 13.3 In accordance with the relevant rules and regulations, you should disclose to the customer the amount of commission other income or non-monetary benefits you may receive, prior to an investment in the Unicorn AIM IHT & ISA Portfolio Service.
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14. Payment of Commission & Fees

- 14.1 All fees will be accrued monthly.
- 14.2 We will cease facilitating the payment of adviser commission or fees, if the balance of the cash account of any investor's Unicorn AIM IHT & ISA Portfolio Service becomes nil.
- 14.3 We may accrue any adviser commission or fees and facilitate the payment of them to you if the cash account is replenished or when the customer liquidates the product.
- 14.4 If there is insufficient money in the investor's cash account to pay both the product charges and the adviser charges, product charges shall take precedence.
- 14.5 WM Capital will facilitate the payment of any initial commission or fees upon receipt of the completed application and funds and pay any monthly accrued commission or fees on a quarterly basis, in April, July, October and January or more frequently upon its discretion
- 14.6 We will not be liable to you in respect of any adviser charges owed to you by any of your customers.
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15. General

- 15.1 These terms and any disputes arising out of or in connection with them are governed by and construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English Courts.
- 15.2 If any part of these terms is found to be illegal, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms, which shall remain in full force and effect.
- 15.3 You may not delegate or transfer any of your rights or obligations under these terms without our prior written consent.
- 15.4 WM Capital may assign these terms giving 30 days' notice.
- 15.5 The failure of WM Capital to exercise, or delay in exercising, a right or remedy provided by these terms or by law does not constitute a waiver of the right or remedy of other rights or remedies.
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16. Complaints

- 16.1 We assume responsibility for resolving any customer complaints which relate to the Unicorn AIM IHT & ISA Portfolio Service, including our promotional material and any administration or servicing activity for which we are responsible under these terms
- 16.2 You are responsible for resolving any customer complaints which relate to any services which you provide to customers, which includes all advice given to the client about the suitability of the Unicorn AIM IHT & ISA Portfolio Service to their circumstances, under these terms.

16.3 You shall notify us immediately if a customer makes a complaint in respect of the Unicorn AIM IHT & ISA Portfolio Service and shall provide the complainant with details of the person to whom the complainant should address the complaint, and you shall inform the complainant of any relevant rights of redress including the right to refer the matter to the Financial Ombudsman Service.

16.4 Any complaints arising under 16.1 should be either notified by email to simon@wmcapitalmanagement.com in writing or to the Compliance Officer at 8 Thorpe Road, Norwich, N21 1RY.

17. Amendments

17.1 We reserve the right to amend these terms in writing to you with 30 days' prior notice, except where these terms are required to be amended to comply with any change to the relevant rules and regulations, in which case such amendment shall take effect as soon as is practicable on written notice to you.

18. Termination

18.1 These terms may be terminated by either party by giving 30 days prior written notice to the other party

18.2 We reserve the right to terminate these terms with immediate effect by notice in writing to you if you:

- cease to be authorised or exempt from authorisation in respect of the business.
- go into liquidation or receivership or are subject to an administration order, enter into any agreement with creditors, are unable to pay your debts, have your goods seized in execution or (if an individual) are bankrupt.
- are subject to any regulatory investigation or have any enforcement action taken against you by any regulatory body or any other event occurs which in the opinion of WM Capital is likely to bring its reputation into disrepute or be detrimental to its business interests.

18.3 Termination shall not affect any existing obligation incurred by either party.