

Dear Client,

I am writing to enclose our Terms and Conditions ("**Terms**") and to set out the scope of our work, the financial arrangements between us and some regulatory information which applies to our relationship with you.

Defined terms used in this Engagement Letter shall have the meaning given to them in the Terms.

Our Services

The Services which we will provide to you are set out in the Terms. We will only undertake Transactions on your behalf following the receipt of instructions from you. You agree that as we are providing **execution only** services to you, then you shall be solely responsible for monitoring your deposit(s) and we shall only be responsible for executing Transactions on the basis of your instructions.

If there is surplus cash available due to the maturity of a Deposit Account or additional funds are paid into your Holding Account, we will not invest this cash until we receive instructions from you.

Execution of Transactions

All Transactions shall be conducted via your Holding Account. Please refer to the Terms for more details. The Holding Account does not pay interest to you and so it is important that you log in to the online platform and instruct transfers to deposit accounts in order that you maximise your interest income.

Fees and Charges

The money you deposit into your Flagstone account may be subject to a Flagstone Interest Share. This means that a proportion of the interest that accrues on amounts placed in Deposit Accounts on your behalf may be payable to us.

The interest rates payable on Deposit Accounts displayed on our Online Platform will always be displayed net of any Flagstone Interest Share applicable. This means that the interest rate you receive will be the interest rate that is shown on the Online Platform, subject to the Terms.

The Flagstone Interest Share will be between 0.00% (zero) and 0.30% on each Deposit Account and the exact Flagstone Interest Share deducted from the interest payable on any Deposit Account shall be solely at Flagstone's discretion and may change without notice. If you were introduced to us by a Third Party, then a portion of the Flagstone Interest Share may be paid by Flagstone to the Third Party.

In some cases, the proportion payable will be based on the total value of your portfolio at the point of your deposit(s) being accepted and confirmed by the bank, and will remain applicable until the deposit is closed or matures.

If we change the range for the Flagstone Interest Share as set out in this Engagement Letter, then we will provide you with at least 30 days' notice in line with the Terms. Additionally,

should you request it, we will always disclose the exact amount of the Flagstone Interest Share that we have deducted on any individual Deposit Account or in total.

Your client reference number

You will be provided with a client reference number once we have set up your Flagstone account. This reference number should be quoted on all correspondence between us.

Nominated Account Details

Please complete our application form including details of your Nominated Account. Payments made back to you will only be made to your Nominated Account.

Please note that new funds sent to your Flagstone Account must always come from your Nominated Account, otherwise the funds may be returned to the originating account and not credited to your Holding Account.

Financial Services Compensation Scheme and Other Compensation Schemes

Please refer to the Terms and www.fscs.org.uk for information on how these may apply to you.

Identification Compliance

We are required to obtain certain evidence to support the identity of all clients. We will provide you with a full list of documentation which we currently require and we will need to receive this and approve it before we can give you full access to our platform. In addition, certain Banks may require additional information or documentation from you before opening a Deposit Account. We will notify you if this happens.

Your Personal Data

Details of how we use your Personal Data are set out in the Terms. If you were introduced to us by a Third Party, you agree that we may share your Personal Data with the Third Party that introduced you to us.

If you were introduced to us by a Third Party, in signing this engagement letter you authorise us to provide "read only" account access to such Third Party and to provide details of your Deposit Accounts to the Third Party in order that your deposits can be incorporated in their regular reporting to you.

Satisfaction

We obviously hope that you are happy with our work. If you are not and you have any complaints, please contact our customer services team at clientservices@flagstoneim.com and we will try to rectify any complaints to your satisfaction.

Cancellation

In accordance with the Financial Services (Distance Marketing) Regulations 2004, you have the right to cancel this Engagement Letter and the attached Terms within 14 days from the date of your acceptance below. Such cancellation must be in writing or by email in accordance with the attached Terms. If no Transactions have been executed on your instructions, we will return the full amount of cash originally credited to the Holding Account within 30 days. If there are outstanding Transactions, we will (unless you instruct us in writing to the contrary) cancel or terminate all outstanding transactions in accordance with their terms and return the cash to you minus any applicable penalties and fees. Some Transactions may not, in accordance with their terms, be cancellable and accordingly

they will run to maturity.

Marketing

We will not share or discuss your personal information with third parties for marketing purposes.

Foreign Account Tax Compliance Act ("FATCA") Compliance

Pursuant to FATCA we are required to check your tax residency. The purpose of this is to determine whether you are resident in the United States of America for tax purposes. The basis of the residency check is your mandatory declaration. If you are unsure about your tax residency you should seek independent tax advice. As set out in the Terms, we may send your information to HM Revenue and Customs to meet our tax obligations and they may exchange information with tax offices in other countries.

General

Unless otherwise agreed, the terms in this Engagement Letter and the attached Terms apply to any provision of Services by us. If we change any of our terms in accordance with the Terms, we will notify you of the changes in writing. In the event that any of the provisions of this Engagement Letter conflict with those set out in the attached Terms, the terms of this Engagement Letter shall prevail.

We look forward to working with you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'W. Merchant'.

Simon Merchant
CEO, Flagstone