



Investment Supplementary Terms and Conditions

(Client Agreement)

Version date: September 2026

Table of Contents

1.	About These Investment Terms	03
2.	Investment Account Types and Eligibility	03
3.	Investment Services	04
4.	Custody and Client Money	04
5.	Orders and Execution	06
6.	ISA Terms	08
7.	Junior ISA Terms	10
8.	SIPP Terms	11
9.	Fees and Charges	12
10.	Cancellation Rights	14
11.	Important Risk Warnings	14

Investment Supplementary Terms and Conditions

1. About These Investment Terms

These Investment Terms and Conditions (“Investment Terms”) apply to the investment products and services made available by EC Markets Group Ltd (“EC Markets”, “we”, “us”, “our”), including General Investment Accounts (“GIAs”), Stocks and Shares ISAs, Cash ISAs, Junior ISAs, and Self-Invested Personal Pensions (“SIPPs”), in each case only where the relevant product has been made available by us to you. The inclusion of a product in these Investment Terms does not mean that the product is currently available or that EC Markets is obliged to make that product available.

These Investment Terms form part of the legally binding agreement between you and EC Markets and apply in addition to the General Terms and Conditions. Where there is any inconsistency between the General Terms and these Investment Terms in relation to an investment product or service, these Investment Terms shall prevail.

Certain investment products may also be subject to additional account-specific, wrapper-specific, or third-party terms, including ISA Terms, Junior ISA Terms, SIPP Terms, and any required third-party terms. Where applicable, those terms form part of your agreement with us for the relevant product or service.

2. Investment Account Types and Eligibility

You may apply to open one or more investment account types made available by EC Markets from time to time, including a General Investment Account (“GIA”), Stocks and Shares ISA, Cash ISA, Junior ISA, or Self-Invested Personal Pension (“SIPP”), subject to eligibility, legal, regulatory, and product-specific requirements. To open an investment account, you must:

- be at least 18 years old, except where a Junior ISA is opened and managed by a person with parental responsibility acting as the registered contact;
- provide accurate and complete information requested by us;
- provide satisfactory identification and pass our anti-money laundering, sanctions, and verification checks; and
- accept the General Terms and Conditions, these Investment Terms, and any applicable third-party or product-specific terms.

Certain investment products have additional eligibility requirements. For example, ISAs and Junior ISAs are subject to HMRC rules and annual subscription limits, while SIPPs are subject to pension legislation, contribution rules, and benefit restrictions.

Each investment account type is separate. You may hold more than one investment account with us, and these Investment Terms apply to each relevant account unless otherwise stated in any product-specific terms.

Certain cash rewards, account credits, or adjustments may not be capable of being applied directly to tax-advantaged accounts. Where necessary, such amounts may instead be credited to a General Investment Account or otherwise dealt with in accordance with applicable legal and regulatory requirements.

3. Investment Services

We provide an execution-only investment service. This means we do not offer advice about whether any investment is suitable for you. All trading decisions are your own. You must ensure that you understand the risks before you invest. Through our platform, you can:

- Place electronic orders to buy or sell shares, ETFs, and other eligible investment instruments listed on supported markets;
- Hold those investments in a General Investment Account, ISA, Junior ISA, or SIPP, where applicable; and
- View balances, statements, and performance data online.

Our role is to arrange access to the investment service and transmit your orders for execution through WealthKernel Limited (“WealthKernel”). WealthKernel provides or arranges the applicable execution, custody, settlement and administration services in connection with your investment account.

We may:

- suspend or restrict dealing in certain securities or markets;
- decline or cancel orders that breach legal or regulatory requirements;
- introduce new features or remove obsolete ones; and
- give you notice of material changes wherever possible.

We will act honestly, fairly, and professionally in accordance with applicable legal and regulatory obligations. We will not:

- provide personal recommendations;
- monitor or manage your portfolio; or
- guarantee any performance or return.

If you are unsure about an investment, you should seek independent financial advice before placing an order.

4. Custody and Client Money

Investment custody, settlement, execution and client money functions are carried out by our appointed third-party provider, currently WealthKernel Limited (“WealthKernel”), in accordance with applicable legal and regulatory requirements, including the FCA Client Assets Sourcebook (“CASS”) where relevant.

Client Money Accounts

Cash deposited directly into your investment account will be paid to the payment destination specified by WealthKernel and will not be sent to an EC Markets bank account unless expressly instructed otherwise as part of an approved transfer process. Where funds are transferred internally between an eligible EC Markets account and your investment account, the funds will be transferred in accordance with the applicable transfer arrangements. Once received by WealthKernel, the relevant client money is held in accordance with applicable CASS requirements. Client money may be held in pooled client money accounts with money belonging to other clients, with records maintained of each client's individual entitlement.

Custody of Investments

For GIA and ISA accounts, your investments are generally registered in the name of WealthKernel Nominee Limited or held through an appointed custodian or sub-custodian arrangement. You remain the beneficial owner of investments held through these custody arrangements, subject to the nature of the relevant holding and any applicable fractional share arrangements. For SIPP accounts, WealthKernel Limited is the Pension Operator and Scheme Administrator and WealthKernel Trustees Limited is the Trustee. Legal title to investments held within your SIPP is held by WealthKernel Trustees Limited under the applicable SIPP trust and custody arrangements. Further details are set out in the applicable SIPP Terms and Key Features Document.

Interest and Charges

Interest earned on client-money accounts may be retained by WealthKernel as permitted under FCA rules. Bank fees and third-party charges may be deducted from pooled accounts in proportion to each client's share.

Protection of Assets

The Financial Services Compensation Scheme provides protection if an authorised firm fails and is unable to meet its obligations to eligible clients. The level of protection available depends on the type of claim, the relevant firm, and the rules in force at the time.

Cash held as deposits with authorised banks may be protected up to £120,000 per eligible person per firm, depending on the nature of the deposit and the applicable protection rules.

Investment business, including custody and execution services, is typically protected up to £85,000 per eligible person per firm.

This protection applies only in the event of firm failure and does not cover losses resulting from investment performance, market movements, poor investment outcomes, or changes in market value.

Further information about eligibility, compensation limits, and the scope of protection is available from the Financial Services Compensation Scheme.

Transfers and Reconciliations

WealthKernel performs daily reconciliations of client money and assets as required by the CASS rules. We periodically review those reconciliations through our due-diligence programme.

You authorise WealthKernel to transfer client money or assets where necessary for settlement, custody, or administration.

Our Oversight

We maintain oversight of appointed third-party providers through periodic due diligence, operational monitoring, and contractual arrangements appropriate to the services they provide. We are not responsible for losses arising solely from the acts or omissions of third-party custodians, banks, sub-custodians, or other providers appointed by WealthKernel within the scope of their own responsibilities, unless such loss arises from our failure to exercise reasonable care in the selection, appointment, or oversight of arrangements for which we are responsible.

5. Orders and Execution

Placing Orders

Orders must be placed through our digital platform or app. We do not normally accept orders by phone or email. Once submitted, an order is treated as an instruction to buy or sell a specified security and transmitted to WealthKernel for execution.

Before you submit an order, the system will display the indicative price and estimated cost, including fees. Prices may change rapidly; execution occurs at the price available when WealthKernel executes the trade.

Execution Timing and Price Movement

When you place an order, execution is not guaranteed at the price displayed on the Platform. Financial markets can move rapidly, particularly during periods of volatility, reduced liquidity, or outside normal market hours, and this may result in your order being executed at a different price from that shown when the order was submitted.

In some circumstances, your order may be partially executed, delayed, executed in multiple parts, or not executed at all. Available market prices at the time of execution may differ materially from indicative prices previously displayed on the Platform.

You acknowledge that price movements between the time you submit an order and the time execution takes place are a normal feature of financial markets, and that neither EC Markets nor any appointed execution provider is responsible for losses arising solely from such market movements where your order has been handled in accordance with applicable execution arrangements.

Best Execution

We and WealthKernel take all sufficient steps to obtain the best possible result for you, considering price, cost, speed, likelihood of execution and settlement, size, and nature of the order.

A summary of our Order Execution Policy is provided on our website. A link to WealthKernel's policy can also be found on the WealthKernel website. By using the service, you consent to orders being executed in accordance with that policy.

Order Rejection or Cancellation

We may decline or cancel an order if:

- you do not have enough cash to cover the purchase;
- the order breaches market rules or limits;

- we suspect market abuse or financial crime; or
- a system or connectivity failure prevents proper execution.

If an order is rejected, we will notify you as soon as practicable.

We monitor trading activity to detect and prevent market abuse, financial crime, or misuse of our services. We reserve the right to reject or cancel orders, reverse transactions, suspend or close your account, or take any other action we consider appropriate where we reasonably suspect abusive, unlawful, or improper behaviour. We may also report such activity to regulators or law enforcement authorities without notice to you.

Settlement and Failed Trades

Settlement for non-US equities normally occurs two business days after trade date (T+2). US equities clear one day after trade date (T+1). You must ensure that sufficient cleared funds are available. If a trade fails, we may take steps to rectify or reverse it and you may be charged any associated costs.

Corporate Actions and Voting Rights

You are entitled to the benefits and proceeds of corporate actions relating to your investments, including dividends, stock splits, rights issues, and other events.

Corporate actions are administered through our appointed custodian, based on information received from issuers, registrars, and market counterparties.

We may, at our discretion, make information available to you regarding corporate actions requiring an election and provide an opportunity to submit instructions, subject to third-party processes and timelines.

We will use reasonable efforts to make information available to you regarding corporate actions affecting your investments where such information is received from relevant third parties in sufficient time to do so.

However, such notifications depend on information received from third parties and may be subject to delay. You are responsible for responding within any specified deadlines. If you do not provide instructions within the required timeframe, a default option may be applied or no action may be taken.

Certain voluntary corporate actions may not be available where operationally unsupported by the appointed custodian, nominee, market infrastructure, or other relevant third-party provider.

Fractional entitlements that cannot be delivered in full shares may be sold, and the net cash proceeds credited to your account.

We are not liable for loss arising from delayed notifications, missed deadlines, unexercised elections, or other corporate action outcomes where the relevant delay, limitation, or omission is outside our reasonable control.

Statements and Confirmations

You will receive an electronic contract note after each trade, showing the executed price, quantity, and all applicable charges. Portfolio statements will be provided at least quarterly.

Order Errors and Corrections

If a pricing or execution error occurs, we reserve the right to correct the error and adjust your account accordingly. We will inform you if any material adjustment is required.

Market Suspensions and Corporate Events

If a market is suspended or an instrument becomes untradeable, we may freeze the affected position until trading resumes or a resolution is reached.

Fractional Shares

Where we make fractional share trading available, any fractional holding may represent a contractual entitlement to a proportion of the relevant security rather than direct legal ownership of an entire underlying share. As a result, certain rights attaching to whole shares, including voting rights, may not apply to fractional holdings. Fractional holdings may also be subject to restrictions on transfer and may not be capable of being transferred to another provider. Further details of how dividends, corporate actions and other events are treated in relation to fractional holdings will be provided where applicable.

6. ISA Terms

These ISA Terms apply where you open or hold a Stocks and Shares ISA or any other ISA product made available by EC Markets. They form part of these Investment Terms and apply in addition to the General Terms and Conditions.

The ISA is operated and administered through our appointed third-party ISA manager and custodian, currently WealthKernel, and in accordance with HMRC ISA Regulations. EC Markets manages the commercial relationship with you and provides access to the platform through which your ISA is operated.

Eligibility

To open and subscribe to an ISA, you must satisfy HMRC eligibility requirements, including age, residency, and annual subscription rules. You must:

- be aged 18 or over;
- be resident in the United Kingdom for tax purposes, or otherwise eligible under HMRC rules; and
- provide any declarations required to open and maintain an ISA.

You are responsible for ensuring that you remain eligible to subscribe to an ISA.

Subscriptions and Contributions

ISA subscriptions count toward your annual ISA allowance set by HMRC for each tax year.

You are responsible for ensuring that total subscriptions made across all ISAs held by you do not exceed the annual allowance permitted under HMRC rules.

We may reject, delay, reverse, or restrict subscriptions where we reasonably believe:

- HMRC limits may be exceeded;
- eligibility requirements are not met; or
- regulatory checks remain incomplete.

Withdrawals

Withdrawals may be requested through the platform at any time.

Where the ISA product is offered on a flexible basis, withdrawals and replacement subscriptions will be treated in accordance with HMRC flexible ISA rules. Any replacement must occur within the same tax year in order to preserve ISA allowance treatment.

If funds are withdrawn and not replaced within the same tax year, the amount withdrawn will not restore additional subscription allowance beyond what HMRC permits.

Transfers

You may request to transfer an existing ISA to us or transfer your ISA to another provider, subject to operational requirements and HMRC transfer rules.

Transfers must follow the formal ISA transfer process. Cash withdrawals followed by redepositing funds may lose ISA tax protection and should not be used where ISA status is to be preserved.

Transfer times depend on the ceding or receiving provider and third-party processing.

Certain transfers, including partial transfers or in specie transfers, may not be available and may be subject to the operational limitations of the appointed ISA manager.

Additional Permitted Subscription (APS)

Where permitted under applicable ISA regulations, an eligible surviving spouse or civil partner may be entitled to an Additional Permitted Subscription allowance following the death of an ISA holder. Any APS entitlement will be subject to applicable legal and regulatory requirements, eligibility criteria, and the operational processes of the appointed ISA manager, currently WealthKernel or any replacement provider appointed by us.

We may require supporting documentation before processing any APS request, including proof of eligibility and any information reasonably required to administer the allowance. APS subscriptions must be made within the statutory time limits and in accordance with the procedures made available at the relevant time.

Loss of Tax Status

If HMRC rules are breached, your ISA may lose some or all of its tax advantages.

We are not responsible for any tax liability arising from:

- excess subscriptions;
- incorrect declarations made by you;
- loss of eligibility; or
- circumstances outside our reasonable control.

ISA Administration

We and our appointed ISA manager may take any action required to maintain compliance with HMRC rules, including:

- rejecting subscriptions;
- returning funds;
- correcting administrative errors; or

- reporting relevant information to HMRC.

You authorise us and any appointed ISA manager to share information required for ISA administration and regulatory reporting.

Tax Treatment

Income and gains arising within your ISA are generally free from UK income tax and capital gains tax, subject to HMRC rules and your personal circumstances. Tax treatment depends on your individual circumstances and may change in future.

7. Junior ISA Terms

Our platform may support Junior Individual Savings Accounts (“Junior ISAs”) operated and administered by WealthKernel. EC Markets manages the commercial relationship with you; WealthKernel manages custody and plan operations.

Eligibility

A Junior ISA may be opened for a child who is under the age of 18 and resident in the UK for tax purposes, subject to HMRC eligibility criteria. The account must be opened and managed by a person with parental responsibility acting as the registered contact. The child is the beneficial owner of all assets held within the Junior ISA.

You are responsible for confirming that the child meets HMRC eligibility requirements.

Contributions and Subscriptions

Subscriptions to a Junior ISA count toward the child’s annual Junior ISA allowance as set by HMRC from time to time. Contributions may be made by the registered contact or, where permitted, by third parties.

We may refuse subscriptions that exceed permitted limits or that we reasonably believe breach HMRC rules.

Withdrawals and Access

Funds held within a Junior ISA cannot normally be withdrawn until the child reaches the age of 18, except in limited circumstances permitted under applicable legislation (including cases of terminal illness).

Upon the child reaching the age of 18, the Junior ISA will convert into an adult ISA in accordance with HMRC regulations and the terms of the relevant plan manager.

Transfers

Junior ISAs may be transferred to or from other ISA managers in accordance with applicable ISA Regulations. Transfer timelines depend on the transferring or receiving provider.

Loss of Tax Status

If HMRC eligibility criteria are not met or subscription limits are exceeded, the Junior ISA may lose its tax-advantaged status. We are not liable for any resulting tax or loss of relief.

8. SIPP Terms

These SIPP Terms apply where you open or hold a Self-Invested Personal Pension (“SIPP”) through EC Markets. They form part of these Investment Terms and apply in addition to the General Terms and Conditions.

Your SIPP is operated and administered by our appointed third-party SIPP administrator and custodian, currently WealthKernel or another appointed provider, in accordance with applicable pension legislation and FCA requirements. EC Markets manages the commercial relationship with you and provides access to the platform through which your SIPP is operated.

Eligibility

To open and contribute to a SIPP, you must satisfy applicable legal and regulatory requirements.

You are responsible for ensuring that:

- you are eligible to make pension contributions;
- contributions made do not exceed applicable annual or lifetime limits; and
- any tax relief claimed is valid under HMRC rules.

Contributions

Contributions to your SIPP may be made subject to minimum and maximum limits determined by law, regulation, and operational requirements.

Tax relief may apply to eligible personal contributions in accordance with HMRC rules. The availability and amount of tax relief depend on your individual circumstances.

We may reject, delay, reverse, or restrict contributions where:

- legal or regulatory requirements are not met;
- contribution limits may be exceeded; or
- required verification checks remain incomplete.

Withdrawals and Access to Benefits

Funds held within a SIPP are intended for retirement and cannot normally be withdrawn until you reach the minimum pension access age prescribed by law, except where earlier access is permitted under pension legislation.

Access to pension benefits, including drawdown, is subject to the rules of the relevant pension scheme, operational availability, and prevailing tax legislation. Certain benefit options may not be available unless and until enabled by the appointed SIPP administrator and may require the involvement of a regulated financial adviser together with any required forms, confirmations, and supporting documentation.

Transfers

You may request to transfer an existing pension into your SIPP or transfer your SIPP to another provider, subject to pension transfer rules, scheme acceptance, and operational requirements.

Transfers are dependent on third-party providers and may take time to complete.

We are not responsible for delays caused by external pension schemes, administrators, or trustees.

Investments within the SIPP

Only investments permitted under pension legislation, scheme rules, and platform eligibility requirements may be held within your SIPP.

We may restrict, reject, or remove investments where required by law, regulation, or scheme rules.

Death Benefits

If you die while holding a SIPP, the treatment of your pension assets will be determined in accordance with pension legislation, scheme rules, and any valid beneficiary nomination you have made.

Payment of benefits may depend on trustee or scheme administrator decisions and legal requirements in force at the time.

SIPP Administration

We and any appointed SIPP administrator may take any action required to maintain compliance with pension law, scheme rules, FCA requirements, and HMRC obligations, including:

- requesting further information;
- delaying transactions;
- rejecting contributions or transfers; or
- reporting relevant information to HMRC or other authorities.

You authorise us and any appointed SIPP administrator to share information necessary for pension administration and regulatory reporting.

Tax Treatment

Tax treatment of pensions depends on your individual circumstances and may change in future.

We do not provide pension or tax advice. If you are uncertain, you should seek independent financial advice before making contributions, transfers, or withdrawals.

9. Fees and Charges

General

Our charges for using our investment services are set out in our separate Pricing Schedule. That schedule forms part of this Agreement and is available on our website.

Fees may include account maintenance charges, trading commissions, FX conversion spreads, custody fees and other third-party costs. All charges are quoted inclusive of VAT where applicable.

Collection of Fees

Unless stated otherwise, fees are deducted automatically from your cash balance. If there is not enough cash available, you authorise us to sell investments to cover unpaid amounts. We may also suspend trading until fees are settled.

Changes to Fees

We can change our fees by giving you at least 30 days' notice through the platform or by email. If you continue to use your account after that notice period, you will be deemed to have accepted the new charges.

Third-Party Charges

Some fees are set by third parties such as fund managers or stock exchanges. We do not control those charges but will disclose them as soon as we are aware of them. Where custody or administration fees are charged by WealthKernel, they will be deducted in accordance with its terms.

Taxes and Duties

We do not provide tax advice. Tax treatment depends on your individual circumstances and may change in the future.

Dividends and interest from overseas investments may be subject to withholding tax at source. Applicable withholding tax treatment will depend on the relevant market, the information available to us or our appointed broker, and any tax documentation required for the investment concerned. For US-sourced income, you may be required to complete a W-8BEN form to confirm your tax status and enable the correct withholding treatment to apply.

You are responsible for declaring all income and gains to HMRC and for paying any associated taxes.

Where HMRC or a tax authority imposes a charge or requests information, you authorise us and WealthKernel to comply with that requirement.

We do not file tax returns or liaise directly with HMRC on your behalf.

You are responsible for any stamp duty, transaction tax, withholding tax, or other governmental levy arising from your investments. We will collect and remit such charges where required by law.

Interest, Currencies and Negative Balances

Cash balances in your account are held in GBP unless we or WealthKernel offer multi-currency functionality. When you trade securities denominated in a currency other than GBP, we will perform a currency conversion at prevailing market rates plus a small spread. Details of conversion costs are set out in our Pricing Schedule.

We may not pay interest on cash balances. Any interest earned on pooled client money accounts may be retained by WealthKernel to cover account administration costs, as permitted by the FCA.

Your account should not normally have a negative balance as all transactions must be supported by sufficient cleared funds. However, a negative balance may arise in limited circumstances, such as a result of failed settlement, corporate actions, fees, or operational adjustments. If this occurs, you must promptly repay the amount owed. We may sell investments in your account to cover any shortfall. You remain responsible for any outstanding amount, although we will take reasonable steps to minimise such occurrences.

10. Cancellation Rights

The cancellation rights applicable to investment products are separate from, and may differ from, those set out in the General Terms and Conditions.

Where applicable, a General Investment Account, ISA, or Junior ISA may be cancelled within 14 days of account opening or such other period as required under applicable law or third-party provider terms.

A SIPP may be cancelled within 30 days of the applicable cancellation notice or product documentation being issued, in accordance with the relevant pension scheme and third-party provider requirements. During any SIPP cancellation period, investments may be restricted or held in cash in accordance with operational requirements.

After any applicable cancellation period has expired, you may request closure of an investment product at any time through the platform, provided that all assets have been sold, transferred, withdrawn where permitted, and the account balance has been reduced to zero.

Where cancellation applies, the value returned to you may be lower than the amount originally invested if investments have fallen in value or if charges, costs, or deductions apply.

Nothing in this clause affects any statutory rights you may have under applicable law.

11. Important Risk Warnings

The value of investments can go down as well as up. You may not get back the amount originally invested.

Past performance is not a reliable indicator of future results. Tax treatment depends on your personal circumstances and may change in future. Market volatility, liquidity shortages, or exchange-rate movements can significantly affect investment values.

Holding investments in a SIPP or ISA does not guarantee capital growth or prevent loss. If you invest in foreign securities, exchange-rate movements can affect returns. **We do not give investment or tax advice.** Seek independent professional advice if you are uncertain.

You should regularly review your investments and ensure they continue to meet your objectives and risk tolerance.

Appendices

Appendix 1 – Glossary of Key Terms

- Account – any General Investment Account, ISA, or SIPP you hold with EC Markets.
- CASS – the FCA’s Client Assets Sourcebook governing protection of client money and custody assets.
- Custodian – WealthKernel or any appointed third-party custodian, nominee, or approved sub-custodian used to hold client assets.
- Execution-Only Service – a service in which we carry out your instructions without providing advice.

- FSCS – Financial Services Compensation Scheme that may compensate eligible clients if a regulated firm fails.
- HMRC – His Majesty’s Revenue & Customs, the UK tax authority.
- ISA – Individual Savings Account offering tax-advantaged investment returns under UK law.
- SIPP – Self-Invested Personal Pension governed by UK pension legislation.
- WealthKernel – WealthKernel Limited, an FCA-authorised firm providing custody, execution, and administration.

Appendix 2 – Contact Details

EC Markets Group Ltd

Authorised and Regulated by the Financial Conduct Authority (FRN 571881)

Registered Office: Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY

Email: clientsupport@ecmarkets.co.uk

Website: <https://www.ecmarkets.com>