

Dear Customer,

Professional Customer Classification Notice – Loss of Protections Notification

ITI Capital Limited is regulated by the Financial Conduct Authority in respect of investment business in the United Kingdom and passported under the Investment Services Directive through the European Union. In accordance with the rules of the FCA (“the Rules”), we are required to classify our clients and counterparties into one of three new regulatory categories: Retail Clients, Professional Clients or Eligible Counterparties. The classification given by us to you will, unless otherwise agreed between us, determine the regulatory protection you are entitled to as well as the regulatory requirements that apply to us when we provide services to you. We consider the relationship to be between ITI Capital Limited and yourselves, and not any underlying customers of yours.

Classification

This letter serves to advise you that, based on information available to us, we are treating you as a “**Elective Professional Client**” in respect of investment business as defined in the Rules, as a result of you satisfy the of the following categories:

- a) at least two of the following:
 - a. You have carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters;
 - b. The size of your financial instrument portfolio, defined as including cash deposits and financial instruments, exceeds EUR 500,000;
 - c. You work or have worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged;
- b) You have stated in writing to the firm that you wish to be treated as a professional client either generally or in respect of a particular service or transaction or type of transaction or product;

This notification applies with effect from your receipt hereof. You should notify us immediately if, at any point, you believe that this classification no longer applies to business done with you or for you by us.

You have the right to request a different classification in order to benefit from a higher degree of regulatory protection should you require it, although our business policy is to decline such requests.



Protections Lost to you

As a Professional Client you will not be treated as a “Retail Client” as defined by, and for the purposes of, the Rules, and accordingly will lose all protections applicable to Retail Clients afforded by the Rules. In particular, the protections in the following areas will not apply:

- a) **Financial Promotions**
We will not be obliged to warn you of the potential outcomes involved in any transactions we recommend for you where these can fluctuate in value.
- b) **Your understanding of risk**
We will not be obliged to warn you of the nature of any risks involved in transactions we recommend for you or provide you with written risk warnings in relation to transactions in derivatives, warrants, non readily realizable investments, penny shares or securities subject to stabilisation.
- c) **Disclosure of charges, remuneration and commission**
The rules of FCA do not require us to inform you of the charges applicable in relation to the services we will be providing although our practise is to do so.
- d) **Lending**
We will not be obliged to assess your suitability to receive a loan or credit from us.
- e) **Margin Requirements**
Where we execute a transaction in a contingent liability investment for you, we will not be obliged to manage your exposure through the monitoring of our relevant provision of credit to you.
- f) **Non-exchange Traded Securities**
We shall not be obliged to provide you with written notice concerning the liquidity or price for repurchase from you of any transaction we recommend for you.
- g) **Custody**
As a result of you being treated as an Elective Professional Client under the rules of FCA, we are not obliged to obtain your prior written consent that custody will or may be registered in our name, and that as a result the safe custody investment will or may not be segregated from our own and that in the event of our failure, your assets may not be as well protected from claims made on behalf of our general creditors.
- i) **Client Money (Non-Segregated)**
As a result of being treated as an Elective Professional Client under the rules of FCA, we are not obliged to treat any money received from you and held by us in respect of any investment agreement as “segregated client money” subject to the protections conferred by the client money rules of the FCA or to segregate your money from our own, enabling it to be used by us in the course of investment business. In addition, such money will rank as a general creditor in the event of our insolvency.
- j) **Terms of Business (Customer Agreements)**
We will be under no obligation to set out in writing the basis on which our services are provided, although our current practise is to do so.



k) **Suitability**

When making any recommendations to you, we will assume that you are in a position to judge the suitability of any advice given and the protections of the FCA rule on giving suitable advice will not apply.

Please note that as a Elective Professional Client, your rights to take legal action against us under will be restricted as you will only be able to sue for breaches of obligations owed to you which will not include the Retail Client protections outlined above. You will also lose the right to access to the Financial Ombudsman Service.

Finally, we also bring to your attention that we may have regard to your expertise in complying with requirements under the regulatory system that communications must be clear, fair and not misleading.

Your Express Prior Consent and Express Instruction

Unless you inform us to the contrary, by carrying on business with us after receipt of this letter and attachments, you consent to our Conflicts of Interest Policy, Order Execution Policy and Terms of Business. However, we need your express prior consent to the following in particular:

- we may execute your orders for financial instruments which may be admitted to trading on a regulated market or Multilateral Trading Facility (MTF) outside of such regulated market or MTF;
- we shall be entering into, responding to and continuing communications with you by email and through the Internet;
- we shall not be making public any client Limit Orders in respect of shares admitted to trading on an EEA regulated market which are not immediately executed under prevailing market conditions up to normal market size;
- you agree that we may enter into arrangements for stock lending transactions through the use of your custody assets where we hold assets on your behalf.

Once you have taken sufficient time to consider the implications of being classified as a Professional Client as well as the implications of giving us your consent and instructions on the aforementioned items, we would ask that you kindly sign, date and return the enclosed copy of this letter to indicate your agreement hereto.

We specifically bring to your attention that without your express consent, we shall not be permitted to execute your orders outside of a regulated market or MTF which may impair our ability to provide the best service to you.

Should you have any questions, please do not hesitate to contact us by email at compliance@iticapital.com or by telephone on +44 (0)20 7562 8010.

Yours faithfully,

Compliance Department



Instructions for Return

We respectfully request you to print and return this form of consent and instruction by one of the following means:

1. By signing and completing the form below and sending the signed version by post to:

Compliance Department
ITI Capital Limited
Level 33 Tower 42
25 Old Broad Street
London EC2N 1HQ
UK

2. By signing and completing the form below and emailing it to compliance@iticapital.com

FORM OF CONSENT AND INSTRUCTION

We hereby consent to the following:

- ITI Capital Limited may execute our orders for financial instruments which may be admitted to trading on a regulated market or Multilateral Trading Facility (MTF) outside of such regulated market or MTF;
- ITI Capital Limited may enter into, respond to and continue communications with us by email and through the Internet;
- ITI Capital Limited may enter into arrangements for securities lending transactions through the use of our custody assets where ITI Capital Limited holds assets on our behalf.
- ITI Capital will not treat our client money as segregated client money and we afford the loss of client money protection. Which could result in client money being deemed as firm's money in the event of insolvency.

We hereby instruct the following:

- ITI Capital Limited is instructed not to publish any limit order that we give in respect of financial instruments admitted to trading on an EEA regulated market which are not immediately executed under prevailing market conditions unless otherwise agreed or ITI Capital Limited decides in its discretion that it is in our best interests to do so.

Signed:

Name:

Title

Date:
