

1. INTRODUCTION

- 1.1. These terms and conditions are between Sidekick Money Ltd (“**Sidekick**”, “**we**”, “**us**” and “**our**”) and the user of the Platform (“**you**” and “**user**”). These terms and conditions (the “**Agreement**”) set out the basis on which we will provide services to you through our Platform, which will enable you to:
 - 1.1.1. appoint us as your discretionary portfolio manager - this means that we will make investment decisions on your behalf which are consistent with the overall strategy of the investment portfolio you choose to invest in; and
 - 1.1.2. access our Investment Tools;(together the “**Services**”).
- 1.2. We will not provide any execution, clearing, settlement or custody services to you. We have made arrangements with the following firms to provide these and certain other services in respect of your Account:
 - 1.2.1. DriveWealth LLC who will provide execution and custodial services (“**Investment Custodian**”);
 - 1.2.2. an electronic money provider, The Currency Cloud Limited (“**TCCL**” or “**E-Money Provider**”) who is authorised and regulated by the FCA under reference number 900199 and who will provide you with an online “e-wallet”, in which to receive and pay out funds from/to your nominated bank account. We are appointed as your agent for the purposes of the relationship with TCCL.

In this Agreement we refer to each firm referenced in clause 1.2 as a “**Third-Party Service Provider**” and to all firms together as the “**Third-Party Service Providers**”.

- 1.3. The provision of our Services is conditional upon you having entered into an agreement with each of the Third-Party Service Providers” (each a “**Third-Party Agreement**” and together the “**Third-Party Agreements**”) as further explained within this Agreement.
- 1.4. Please read this Agreement and the Third-Party Agreements carefully before using the Platform or the Services. This Agreement and the Third-Party Agreements will be legally binding when accepted. If you do not agree to any provision of this Agreement or the Third-Party Agreements, you cannot use the Platform or the Services for any purpose whatsoever.

Our arrangements with the Investment Custodian and E-Money Provider

- 1.5. You must separately enter into the Third Party Agreements with the Investment Custodian and the E-Money Provider which will be made available to you during the Account opening process with Sidekick. These Third-Party Agreements will be legally binding on you and create direct contractual rights and obligations between you and each of these firms.
- 1.6. By entering into this Agreement, you agree that:
 - 1.6.1. we are authorised to enter into an agreement with the E-Money Provider), acting as your agent;
 - 1.6.2. we are authorised to give instructions (as provided for in the agreement with the E-Money Provider) and provide information concerning you to the E-Money Provider and the E-Money Provider is entitled to rely on any such instructions or information without further enquiry;
 - 1.6.3. we are not responsible for the E-Money Provider’s actions, omissions or any obligation they may owe you under the agreement with the E-Money Provider.
- 1.7. By entering into this Agreement, you agree that we are authorised to arrange for an alternative custodian and/ or e-money provider to provide execution, clearing, settlement, custody and associated services in respect of your Investments and to enter into agreements, acting as your agent, to give effect to such arrangements. We will act in good faith in the selection of any such alternative custodian and/ or third party broker and satisfy ourselves that the person(s) is competent to carry out its functions and responsibilities. We will give you at least fourteen

(14) days' notice of any such change and the terms and conditions that will apply, unless the change is made to reflect a change of applicable law or is in your favour in which case it may take effect immediately or otherwise as we may specify.

1.8. PARTIES

Who we are

- 1.9. Sidekick Money Ltd is a company incorporated under the laws of England and Wales with registered number 13882890 whose registered office is at Rivington House, 82 Great Eastern Street, London, EC2A 3JF.
- 1.10. Sidekick is authorised and regulated by the Financial Conduct Authority (firm reference number 984829) as an investment firm and consumer credit firm with permissions (amongst others) to provide certain dealing and arranging services and consumer credit-related services.
- 1.11. Sidekick is not authorised to hold client money and we will not hold or safeguard any money belonging to you, which you use or receive in connection with your activities on our Platform. As part of our discretionary mandate, we can control the money on our Platform – this means that we can move money between the Third-Party Service Providers on your behalf.

Other firms providing services to you

- 1.12. You agree that we can only deliver our Services to you under this Agreement if you have contractual arrangements in place with the Third-Party Providers under the relevant Third-Party Agreements.
- 1.13. You agree that we may make arrangements with additional or replacement third-party service providers, including the Custodian, for the provision of execution, clearing, settlement custody and associated services as we deem necessary to provide our Services to you, including entering into agreements, as your agent, to give effect to such arrangements. We will act in good faith in the selection of any such additional or replacement third-party service provider and will satisfy ourselves that such person(s) are competent to carry out any functions and responsibilities as required. We will give you at least fourteen (14) days notice of any such change and whether the ongoing provision of our Services will be conditional upon you entering into any additional or replacement arrangements with one or more third party service providers.

2. YOUR ACCOUNT

Opening your Account

- 2.1. You must open an Account with us prior to using the Platform.
- 2.2. You may only make an application to open an Account if:
 - 2.2.1. you have sufficient legal capacity to enter into an agreement;
 - 2.2.2. you are a UK resident (meaning, for these purposes, that your primary place of residence is in the UK and you are a UK taxpayer); and
 - 2.2.3. you are at least eighteen years (18) of age.
- 2.3. As part of the application process, you must:
 - 2.3.1. register your details on the Platform;
 - 2.3.2. provide us with any information required to verify your identity, including valid personal identification documents requested by us;
 - 2.3.3. provide us with any other information that we may reasonably request in connection with our Account opening procedures;
 - 2.3.4. provide details of your nominated bank account for use in connection with your activities on the Platform;
 - 2.3.5. review and accept the terms and conditions set out in this Agreement and the Third-Party Agreements, as applicable;
 - 2.3.6. review our Privacy Notice which explains the way we use your personal data. This is available on the Sidekick website and in the Sidekick App; and

- 2.3.7. if applicable, notify us of any person suitably authorised by you to give instructions on your behalf in relation to your Account either individually or jointly with you (“**Account Representative**”), so we can conduct all necessary checks in respect of that Account Representative in accordance with the Relevant Law and our policies and procedures.
- 2.4. As part of the application process, we will need to conduct a number of checks in order to comply with the Relevant Law, including anti-money laundering and know-your-customer checks. To assist us (or any third-party provider that we may engage) in conducting these checks, you must provide such information as we or any third party provider reasonably requests in a timely manner. This information must be current, accurate, and complete. If you become aware that any of the information or documentation is not current, accurate and complete (e.g., due to a change in citizenship or your place of residence), either during or after your application process, you must update that information via the Platform, as soon as reasonably practicable.
- 2.5. We will validate that your nominated bank account is in your name and therefore under your control. This must be the only means for funding or withdrawing amounts from the Platform.
- 2.6. If your application is successful, we will provide you with the Account information and security details to enable you to finish creating your Account.
- 2.7. We may refuse to open an Account for you at our absolute discretion and without being required to provide you with any reason and without any liability to you.
- 2.8. Where we permit the Account to be opened and held jointly by you and one or more other persons (including where one person is acting as a trustee):
- 2.8.1. unless we are notified that all joint account holders (or trustees) must act unanimously or that a specified number of them must act together, we may act on any instructions given to us by you and/or any other joint account holder. However, in certain circumstances, we may require a joint instruction from joint account holders (or all trustees);
- 2.8.2. unless we are notified to the contrary, we assume that all assets are held by all joint account holders as joint tenants. This means that if one of them dies, the assets will pass automatically to the survivor (or survivors); and
- 2.8.3. each holder of the Account is jointly and severally liable for the payment of all sums owing to us and for the performance of all obligations and commitments under this Agreement, and where the terms of this Agreement refer to you they equally apply to each of the other joint account holder(s).

Funding your Account

- 2.9. The Third-Party Agreement you have with your E-Money Provider sets out the terms on which you can move funds between your nominated bank account and the Platform.
- 2.10. It is a requirement of your use of the Platform that funds can only be transferred to or from your nominated bank account.

3. ACCESSING THE PLATFORM

- 3.1. Following a successful application to open an Account on the Platform, you agree and acknowledge that:
- 3.1.1. you must take reasonable steps to ensure the security of your Account; this will include keeping the security details provided to you safe at all times and not sharing them with any other person; not allowing any other person to access or use your Account; and preventing any other person from viewing your Account information or observing you access your Account or use the Platform;
- 3.1.2. we may assume that any Instruction provided on the Platform have been placed by you personally (or, if applicable, your Account Representative); and
- 3.1.3. we are not required to take any steps to verify or confirm the validity of any Instruction provided on the Platform that originate from your Account, except where we are or should reasonably be aware that your Account may have been compromised.

- 3.2. You are responsible for monitoring your own Account and ensuring that you read any communications from us in relation to the Platform, the Services or your Account, in a timely manner. Since we may use your email address or other contact details to communicate with you for any reason, you must also keep your email address (and other contact details) secure and up-to-date. If your email account is compromised, you should notify us as soon as possible.
- 3.3. If you have any suspicion that your Account information or security details have been lost, stolen, changed without your consent, misappropriated, or used without your knowledge or authorisation, you must contact us immediately, take all reasonable steps to secure your Account, and prevent any further breach or compromise of your Account.

4. RIGHT TO CANCEL

- 4.1. You may cancel your Agreement with us within fourteen (14) days from the date it became effective. You can do this by notifying us by email or by post using the contact details provided at clause 25.
- 4.2. If you exercise your right to cancel properly, we will cease the provision of our Services to you and terminate the Agreement, but such cancellation will not affect those Services that have already been provided or are in the course of being provided and you will be liable for any fees incurred as further described in clause 28.
- 4.3. If you do not cancel this Agreement in accordance with the provisions of this clause, this Agreement will continue until terminated in accordance with clause 27.

5. YOUR UNDERTAKINGS

- 5.1. By entering into this Agreement, you agree that:
 - 5.1.1. you will be responsible for appointing the Third-Party Service Providers and entering into the Third-Party Agreements with them;
 - 5.1.2. we are authorised to pass Instructions and give other instructions on your behalf (as provided for in the Third-Party Agreements) and provide information concerning you to the Third-Party Service Providers, and the Third-Party Service Providers are entitled to rely on any such Instructions or information without further enquiry;
 - 5.1.3. the Third-Party Service Providers are authorised to hold the Platform Assets on your behalf in accordance with the terms of the Third-Party Agreements and you hereby authorise us to give instructions to the Third-Party Providers and/or effect transfers from your Account to meet your settlement or other obligations to the Third-Party Providers;
 - 5.1.4. neither we nor any of the Third-Party Service Providers are authorised to provide Advice and do not offer any opinion regarding the suitability or appropriateness of your Instructions;
 - 5.1.5. the display, usage or generation of data or other information made available by us or through the Platform shall not be deemed to be a recommendation to enter into any particular transaction or that any such transaction is suitable or appropriate for you;
 - 5.1.6. we are not responsible for the actions, omissions or any obligation that any one or more of the Third-Party Service Providers may owe you.

6. SCOPE OF OUR SERVICES

- 6.1. You may use the Platform to access the Services and products we will make available to you and other users on the Platform.
- 6.2. If you are eligible, you may apply for access to our lending services provided by us as further described in clause 11.
- 6.3. At no point will we or any Third-Party Service Provider provide Advice or give a personal recommendation to you.

- 6.4. Any dealing decisions we take in our capacity as your discretionary portfolio manager but will transmit them to your Investment Custodian, who will be responsible for execution.
- 6.5. You acknowledge and agree that we are not obliged to make any particular Investments available on the Platform and any failure to make any particular Investment available will not constitute a breach of this Agreement by us.
- 6.6. We may from time to time:
 - 6.6.1. make additional Investments available on the Platform; and/or
 - 6.6.2. suspend or remove any Investments from the Platform, without otherwise terminating this Agreement and without notice to you.
- 6.7. The decision to add or remove any Investments is ours alone and subject to our discretion. We will not be liable to you for any loss or damage you suffer as a result of our decision to suspend or remove any Investments from the Platform.
- 6.8. Notwithstanding the suspension of or removal of an Investment from the Platform, this Agreement will continue to apply in respect of any Investments that you purchased prior to the Investment being suspended or removed. In that case, such Investments will continue to be held in the name of the relevant registered owner, in each case until such Investments are redeemed or transferred.
- 6.9. Any pricing information and related data made available by us will be based on information and data sourced by us from reputable third parties. We will use reasonable care and skill in selecting such third parties to provide information and data to us and we will only use sources we believe to be reliable. Because we and any third-party provider we use may have limited or no control over the information sources, we do not guarantee the timeliness, accuracy, or completeness of the information and data. We give no warranties, express or implied, as to any data or values relating thereto or results to be obtained therefrom, and expressly disclaim all warranties and merchantability and fitness for a particular purpose with respect to any pricing information and data provided to you.
- 6.10. Companies which we invest in on your behalf may periodically organise corporate actions (for example the right to buy additional shares at a discount to their market value). This can be something as simple as a change in ticker name on the stock exchange, or it can be an alert about a bigger change such as a planned acquisition, changes to dividend payments, a merger, or a stock split. Corporate actions can be either mandatory or voluntary. Mandatory corporate actions are automatically applied to the investments involved while voluntary corporate actions require an investor's response to be applied.
- 6.11. You grant us the right to make corporate action decisions on your behalf in our capacity as discretionary investment manager. We will provide details on your statements when a corporate action has taken place.

7. EXECUTING BROKERS

- 7.1. We will implement any dealing decisions we take in our capacity as your discretionary portfolio manager by giving instructions to your Investment Custodian.
- 7.2. The terms of the Third-Party Agreement with your Investment Custodian can be found on the Sidekick website or within the Sidekick App and set out the basis on which your Investment Custodian will provide dealing and execution services.
- 7.3. You undertake to instruct your Investment Custodian, where relevant, to:
 - 7.3.1. comply with any orders and instructions for execution transmitted by us on your behalf; and
 - 7.3.2. provide us with such information as we may reasonably request in connection with this Agreement.

8. CUSTODY

- 8.1. Your Investment Custodian will be responsible for providing Custodial Services in respect of your Investments.

- 8.2. The terms of the Third-Party Agreement, including the Custody Terms, with your Investment Custodian can be found on the Sidekick website or within the Sidekick App and set out the basis on which your Investment Custodian will provide their Custodial Services.
- 8.3. You undertake to instruct your Investment Custodian, where relevant, to:
- 8.3.1. comply with any instructions given by us in respect of the Investments held by you with your Investment Custodian under the Third-Party Agreement;
 - 8.3.2. provide us with such information (including periodic statements and valuations) as we may reasonably request in connection with this Agreement;
 - 8.3.3. pay any fees and charges payable under this Agreement from the Investments in accordance with any payment instructions we give to them pursuant to clause 17 of this Agreement.

9. INVESTING ON THE PLATFORM

Client classification

- 9.1. In relation to your Platform activities and unless we notify you otherwise, you will be treated as a retail client within the meaning and for the purposes of the FCA Rules. This classification means that you will receive the highest level of protection available under the FCA Rules.
- 9.2. You are able to request to be classified as a different client type if you can demonstrate that you meet the criteria for such client classification. However, if you are reclassified, you may lose certain protections. If we agree to treat you as a different client classification type, we will provide you with further information on the protections that you will lose as a result of such reclassification.
- 9.3. We can invest in multiple asset classes on your behalf. We will tell you what these are by providing information on the products we offer within the Sidekick App prior to investing and on our website. We may, in line with our discretionary mandate, periodically make changes to the types of asset class we invest in so long as they do not, in our view, materially increase the investment risk of your chosen portfolio. We will make you aware of these changes although we have full authority at our sole discretion to take such decisions without recourse to our customers.
- 9.4. Some of the asset classes we invest in can be traded in amounts less than a whole share (commonly known as “Fractionals”).

Suitability

- 9.5. We need to obtain certain information from you so we can act in your best interest when providing our Services to you under this Agreement.
- 9.6. We will seek such information from you in accordance with the FCA Rules as we consider necessary to determine whether any decision taken by us in our capacity as your discretionary portfolio manager are suitable.
- 9.7. Such information may include information in relation to (i) your investment objectives (ii) your financial situation and (iii) if you have been categorised as a retail client, your knowledge and experience in the investment field.
- 9.8. We will be entitled to rely on any information provided by you unless we know that the information is manifestly out of date, incomplete or inaccurate. You agree that it is your responsibility to notify us as soon as you become aware that your circumstances or any other information previously provided to us has changed and may affect the basis on which we undertake our assessments.
- 9.9. We may not be able to provide the Services if we reasonably believe that we do not hold sufficient information to undertake the relevant assessments.

Discretionary portfolio management

- 9.10. You appoint us to act as your discretionary portfolio manager and we will take investment decisions on your behalf.
- 9.11. You will be able to choose between a range of managed portfolios and investment strategies that we will make available to you through the Platform. Sidekick will provide you with

materials and documents which you should consider in full before making an informed decision. We will do this by providing information on the products we offer within the Sidekick App prior to investing and on our website. This will include any product specific terms, frequently asked questions and risk warnings.

- 9.12. We will undertake a suitability assessment as further described in clauses 9.3 to 9.7 and use our best judgement to ensure the investment decisions we take are suitable for you based on your knowledge and experience, your financial situation and investment objectives are consistent with the overall strategy of the investment portfolio you select.
- 9.13. When opening a Managed Portfolio, you agree that:
- 9.13.1. we will exercise our discretion on your behalf as to what Investments will make up the Managed Portfolio;
 - 9.13.2. we will undertake a suitability assessment to ensure the Portfolio and our Services, including in each case with regards to any Investments that are included in your Managed Portfolio, are suitable for you based on your knowledge and experience, your financial situation, investment objectives and attitude to risk;
 - 9.13.3. you may make a request for us to sell all or a proportion of your Managed Portfolio holdings at any time, subject always to market conditions, and we will usually execute this sale within 5 business days. . The execution window for such sales is typically once per day.

Order Handling policy

- 9.14. When providing discretionary portfolio management services, we are required to act in accordance with our clients' best interests. Our Order Handling Policy is available on the Sidekick website. You can also request a copy of our Order Handling Policy. If we make any material changes to our Order Handling Policy, we will notify you by publishing details of those changes on the Platform.
- 9.15. By entering into this Agreement, you confirm that you have read and understood and consent to our Order Handling Policy. You expressly consent that your orders may be executed outside a regulated trading venue. See the 'Risk Warnings' section of the Appendix for further details.
- 9.16. By entering into this Agreement, you also consent to the order execution policy (or equivalent) of your Investment Custodian which is available on the Sidekick website. You acknowledge that this may change over time and it is your responsibility to ensure you have read and understood the most up-to-date versions.

Conflicts of interest

- 9.17. We must take all appropriate steps to identify and prevent or otherwise manage conflicts of interest between:
- 9.17.1. us and our clients;
 - 9.17.2. us and third-party firms; and
 - 9.17.3. between our clients.
- 9.18. To comply with this obligation, we maintain a Conflicts of Interest Policy that identifies situations that may give rise to actual or potential conflicts of interest and which provides details of how these are identified, prevented or managed. We will review this policy on an annual basis and ensure that it remains up to date.
- 9.19. If we consider that the existence of a conflict means that we cannot prevent the risks of damage to our clients' interests, we will notify you of the actual or potential conflict so that you can decide whether to continue to deal with us despite the existence of the conflict.
- 9.20. Our Conflicts of Interest Policy is available on the Sidekick website.

10. INVESTMENT TOOLS

- 10.1. You are able to view information about your Account and your Platform Assets on the Platform. This information includes:
- 10.1.1. the balance of your TCCL e-wallet;

- 10.1.2. the current value, market or estimated value of your Platform Assets at the time of viewing and other selected points in the past;
 - 10.1.3. confirmation of transactions entered into through the Platform or the Services; and
 - 10.1.4. consolidated reports on the above information.
- 10.2. We will provide you with this information in an electronic format that can be viewed and (if you choose to do so) downloaded. This information will not be automatically downloaded and will only be available for the previous 12 months.
- 10.3. We do not offer any guarantee that the information made available on the Platform will be accurate (except where we are required to provide a guarantee under the Relevant Law). You agree that there may be a discrepancy between your Account information and the information available to be viewed on the Platform, due to delays in updating the information on the Platform.
- 10.4. Notwithstanding clause 10.2, where required under the FCA Rules, we will provide the market or estimated value of your Portfolio on a best-efforts basis.

11. LOAN FACILITY

- 11.1. You may apply for access to our lending services provided you meet the relevant eligibility criteria; and we may, in our sole discretion, decide to offer a loan facility to you.
- 11.2. Our lending services are subject to a separate agreement (the “**Loan Agreement**”) which sets out the terms and conditions upon which we may provide a certain amount of credit to you. Our provision of the loan facility under the Loan Agreement is conditional upon you maintaining sufficient assets on the Platform to meet the minimum requirement of your Loan Agreement.
- 11.3. If you have a Loan Agreement in place with us:
- 11.3.1. the loan to value ratio must at no point in time exceed the threshold notified as being applicable to you (the “**LTV ratio**”);
 - 11.3.2. you will not take any action to withdraw or remove your Platform Assets from being held on the Platform through your Third-Party Service Providers or us if the LTV ratio is exceeded or if such action will result in the LTV ratio being exceeded;
 - 11.3.3. without prejudice to our right under clause 12.4 to reject any Instruction submitted by you, we shall have the right not to accept an Instruction, and shall be under no obligation to transmit an Instruction for execution to your Investment Custodian if the LTV ratio is exceeded or if this will result in the LTV ratio being exceeded;
 - 11.3.4. you acknowledge that, under the Loan Agreement, on termination of the Loan Agreement, we shall have the right to sell your Platform Assets (the “**Portfolio Liquidation**”), up to a sum not exceeding the balance outstanding under the Loan Agreement and may apply the net sale proceeds of such assets (in such order as we may decide) against all amounts owing by you under the Loan Agreement (including, without limitation, interest and charges);

12. YOUR INSTRUCTIONS

- 12.1. You must submit your Instructions through the Platform. In addition, you may in certain circumstances give instructions to us by email.
- 12.2. We may act immediately on any Instructions or other communications and are not required to confirm their validity if:
- 12.2.1. following the opening of your Account, your Instructions or other communications are submitted through the Platform; and
 - 12.2.2. In all other circumstances, we reasonably believe that the Instructions and communications are from you (or, if applicable, your Account Representative).
- 12.3. Once given, your Instructions can only be withdrawn or amended with our consent and you will be liable for any costs that we incur in connection with such withdrawal or amendment.

- 12.4. We may at our absolute discretion reject any Instruction submitted by you (e.g., if we reasonably believe that acting on your Instruction is against Relevant Law or if dealing is no longer available in the relevant Investment). We will notify you if any Instruction is rejected. We may, but are not obliged, to provide you with an explanation as to why that Instruction or instruction has been rejected.
- 12.5. We may, acting reasonably, cancel any Instruction. We will notify you if an Instruction is cancelled. We may but are not obliged to provide you with an explanation as to why that Instruction has been cancelled.
- 12.6. We may combine your Instructions with the Instructions of other users seeking to invest in the same Investment or class of Investment (as applicable). While it is extremely unlikely that the aggregation of Instructions and transactions will be a disadvantage to you or any other user whose Instruction is to be aggregated, you agree that the effect of the aggregation may work to your or another user's disadvantage in relation to a particular Instruction. Where we combine Instructions, we will allocate the related trades on a fair and reasonable basis in accordance with FCA Rules.

13. TRANSFERS

- 13.1. You may be entitled to transfer your interest in an investment pursuant to the provisions of the relevant Investment Documents. Where we trade in fractional shares, this will be arranged at the discretion of the receiving Firm. If this is not possible, you will need to sell the assets in your portfolio.
- 13.2. In the event of your death or legal incapacity, we will suspend your Account and freeze your Platform Assets until we receive instructions from your legal representative or the representative of your estate (which may include your executor).

14. SUSPENDING THE ACCOUNT

- 14.1. We may suspend your Account and/or access to the Platform if we have reasonable grounds to suspect:
 - 14.1.1. your Account has been used in an unauthorised, illegal, or fraudulent manner, or an attempt has been made to use your Account in this manner;
 - 14.1.2. the security of the Platform or any Account (which may, but will not necessarily, include yours) has been compromised in a manner that reasonably requires the suspension of your Account and/or access to the Platform;
 - 14.1.3. you are not resident in the UK; or
 - 14.1.4. any of the information or documentation provided by you or on your behalf that we have relied on for any reason is, or due to a change in your circumstances has become, misleading, inaccurate, or incomplete.
- 14.2. We may but are not obliged to provide advance notification of any suspension or restriction. We will notify you after the suspension or restriction has been imposed, in a reasonably timely manner (except where we are prohibited from doing so by Relevant Law).
- 14.3. We will remove the suspension or restriction as soon as reasonably practicable, once we are reasonably satisfied that the reasons for the suspension or restriction no longer exist. It may be necessary for you to provide us with certain information before we remove the suspension or restriction, in which case we are not required to remove the suspension or restriction until we have received that information from you, in a form that is satisfactory to us (acting reasonably).
- 14.4. We are not liable for any loss or damage you suffer as a result of our suspension or restriction of your Account and/or access to the Platform, except where we have acted negligently, fraudulently, unlawfully or where our liability cannot be restricted or excluded under the Relevant Law.

15. AVAILABILITY OF THE PLATFORM

- 15.1. We will take all reasonable steps to ensure that the Platform is available for you to use at any time. However, for various reasons there may be times where the Platform may not be available, such as due to technical difficulties where we may not be able to receive your

Instructions or allow you to access the Platform. If this happens, where possible we will seek to provide you with notice in advance or as soon as we can. You can also contact us by email.

16. REPRESENTATIONS AND WARRANTIES

16.1. You represent and warrant that:

- 16.1.1. you have, and will continue to have, all necessary capacity, power, authority to enter into and perform your obligations under this Agreement;
- 16.1.2. any Instructions provided on the Platform via your Account have been placed by you personally (or, if applicable, your Account Representative) and you will only use our Services in your personal capacity and not as the agent, attorney, trustee or representative of any other person;
- 16.1.3. you will only use your Account for your own personal benefit and not for illegal or business purposes;
- 16.1.4. Our loan facility must not be used for investing purposes;
- 16.1.5. if you have an Account Representative, it will be your responsibility to ensure that they are fully aware of and comply with all obligations under this Agreement, and any acts or omissions of the Account Representative shall be treated by us as if they were your acts or omissions;
- 16.1.6. all information provided to us under this Agreement is complete and accurate and you will inform us of any material changes to the information provided to us (e.g., any changes in your citizenship or place of residence);
- 16.1.7. you have carefully read and understand the terms of this Agreement and the relevant Third-Party Agreements, including any Risk Warnings;
- 16.1.8. your use of the Platform will not violate any laws and regulations applicable to you, including but not limited to laws and regulations on anti-money laundering, anti-corruption, counter-terrorist financing and market abuse such as insider dealing;
- 16.1.9. money you use to make an investment does not originate in any way from criminal conduct, including (but not limited to) fraud, drug trafficking, money laundering, terrorist activity or any other activity that is unlawful or could be considered unlawful;
- 16.1.10. you are not subject to any sanctions and do not undertake any business in any jurisdiction that is subject to any sanctions or with any persons that are subject to sanctions or located in a jurisdiction subject to sanctions; and
- 16.1.11. you are not insolvent or otherwise unable to pay your debts as they fall due and no liquidation, administration, receivership or other insolvency process whatsoever has occurred in relation to you or is pending or threatened.

17. FEES AND CHARGES

- 17.1. We will charge an annual management fee for each product that you hold with Sidekick. This is calculated as a percentage of the value of the assets in your investment portfolio. This fee is subject to VAT.
- 17.2. We will also charge a monthly membership fee which is set at the discretion of Sidekick for access to our Services. This fee is not subject to VAT.
- 17.3. We may change our fees and charges periodically. We will provide you with at least 14 days advance notice of any changes.
- 17.4. Other fees for the Services are set out in the Sidekick Fees and Charges Schedule which will be made available to you during the Account opening process and on the Sidekick website. Our fees:
 - 17.4.1. will accrue from the date that you first use our Services; and
 - 17.4.2. may be waived or reduced at our absolute discretion.

- 17.5. You may be charged additional fees depending on the specific Investments which make up your investment portfolio. Investment fees and charges will be disclosed to you prior to your investment.
- 17.6. The other fees and charges that may be imposed on you under this Agreement will be set out in the Sidekick Fees and Charges Schedule and may include:
 - 17.6.1. any costs incurred under this Agreement, including transfer fees, registration fees, exchange fees, settlement fees, and stamp duty, tax or other fiscal liabilities;
 - 17.6.2. any interest in respect of overdue amounts;
 - 17.6.3. any additional administrative expenses or legal or other professional costs that we may incur as a result of us agreeing to, or being obliged to, carry on activities outside the ordinary scope of our services;
 - 17.6.4. any costs or charges incurred by any Third-Party Service Providers that are due and payable by SideKick under the terms of any Third-Party Agreement; and
 - 17.6.5. any costs related to the cancellation or termination of this Agreement.
- 17.7. You authorise us to instruct the Investment Custodian to:
 - 17.7.1. deduct our fees and any costs and expenses payable and properly incurred under this Agreement from any account maintained by the Investment Custodian in or by reference to your name and pay these sums to us;
 - 17.7.2. retain any funds from your investment portfolio that would otherwise be paid into your e-wallet, and pay these sums to us; or
 - 17.7.3. retain your funds or transfer cash or Investments from your Account, as necessary to meet your settlement or other obligations.
- 17.8. In the event that we are required on your behalf to pay taxes or other costs which are not imposed by us, we reserve the right to deduct such amounts from your investment portfolio. If there are not sufficient funds in your investment portfolio, we may seek payment in accordance with clause 17.6 or otherwise require you to pay or reimburse us for such amounts.
- 17.9. We will not provide you with tax advice and we strongly recommend that you seek independent advice before investing. Individual tax treatment will vary depending on an individual's particular circumstances and is subject to change.

18. INTELLECTUAL PROPERTY

- 18.1. Except as expressly set out in this Agreement, you agree that we own, and you will not acquire any right, title or interest in, all Intellectual Property Rights in:
 - 18.1.1. the Services;
 - 18.1.2. the Platform;
 - 18.1.3. any software used in relation to the Services or the Platform;
 - 18.1.4. any data, text, drawings, diagrams, sounds, images associated documentation, written instructions or explanatory material (including any database made up of these) which are recorded in any media and which are supplied to you by any person pursuant to this Agreement;
 - 18.1.5. any party's documentation, processes, and procedures; and
 - 18.1.6. any know-how, including any ideas, concepts, schemes, information, knowledge, techniques, methodology and anything similar.
- 18.2. In the event that any Intellectual Property Rights are created pursuant to the provision of the Services by us or your use of the Platform, these Intellectual Property Rights shall vest in us on creation and shall remain our sole property.
- 18.3. You agree that:
 - 18.3.1. you will not challenge (either directly or indirectly) our rights and interests in the Services or Platform, or the validity or enforceability of our rights under any Relevant Law;

- 18.3.2. you will not directly or indirectly register, apply for registration, or attempt to acquire any right, interest or protection in the Services or Platform; and
- 18.3.3. at any time, where we ask you to do so, you will assign those rights or interests to us in writing.

19. RISK WARNINGS

- 19.1. You must familiarise yourself with the risks related to investing before making a decision to invest. Sidekick will provide you with materials and documents which you should consider in full before making an informed decision. We will do this by providing information on the products we offer within the Sidekick App prior to investing and on our website. This will include any product specific terms, frequently asked questions and risk warnings. **You are strongly recommended to read the Risk Warnings. If you are not clear about the Risk Warnings or what they mean, we recommend that you seek independent professional advice before entering into this Agreement and making an investment.**
- 19.2. The value of your Investment and certain Platform Assets may go down as well as up. Any past investment performance is not an indicator of future performance. The tax treatment of your investments will depend on your individual position and may be subject to change.
- 19.3. We do not provide advice of any kind and we strongly recommend that you seek independent advice before investing. Nothing on the Platform should be treated or understood as advice or a recommendation in relation to any matter.

20. INDEMNITY AND DISCLAIMERS

- 20.1. You indemnify and hold us, our company, our subsidiaries, members, directors, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with your engagement with the Platform and/or the Services, any content on the Platform shared by you or other users, any third party websites or resources found through the Platform or any breach of this Agreement or any law or regulation in any jurisdiction.
- 20.2. Except where this Agreement expressly provides otherwise or where we are prohibited from doing so under any Relevant Law, we expressly disclaim all warranties of any kind with respect to the Services and Platform.
- 20.3. You agree that:
 - 20.3.1. you use the Platform and the Services at your own risk;
 - 20.3.2. prior to acquiring an interest in any investment portfolio, you should consult your legal or tax professional regarding your specific situation;
 - 20.3.3. we do not guarantee the accuracy, timeliness, completeness or usefulness of any content or information on the Platform, although we will provide the market or estimated value of your Platform Assets on a best-efforts basis as explained in clause 10; and
 - 20.3.4. you are solely responsible for all communications and interactions with other persons with whom you communicate or interact with as a result of your use of the Services or the Platform. We do not warrant, endorse, guarantee, or assume responsibility for any third-party product or service, and will not monitor or review any communication, interaction or transaction between you and such third-parties.

21. LIMITATION OF LIABILITY

- 21.1. You acknowledge and accept that we and each of our directors, employees or agents make no promise or assurance, nor assume any liability, in respect of the performance of any of the Investments that have been made available through the Platform.
- 21.2. You acknowledge that we and each of our directors, employees and agents will not be liable to you for any loss, financial or otherwise, that you suffer as a result of your use of the Platform, except as expressly set out in this Agreement.
- 21.3. In particular, and without limiting this clause 21, you agree that we, our directors, employees and agents will not be liable for any loss, financial or otherwise, that you suffer as a result of:

- 21.3.1. any party carrying out or relying on any of your Instructions, or on any information provided or made available to us by you, any agent of you, or any other party;
 - 21.3.2. any delays due to market conditions or changes in market conditions;
 - 21.3.3. any delayed receipt, non-receipt, loss or corruption of any information contained in any communication howsoever transmitted (including through the Platform) or for any breach of confidentiality resulting from email and/or electronic communication or any consequential loss arising from either of the foregoing;
 - 21.3.4. our acts or omissions that we reasonably believe are necessary or desirable in order to enable us to comply with Relevant Law; or
 - 21.3.5. any acts or omissions (including negligence, wilful default, fraud or insolvency) of any other person, unless otherwise specified in this Agreement.
- 21.4. We and each of our directors, employees or agents shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings (anticipated or otherwise), loss of goodwill, any wasted expenditure or any loss or corruption of data claims by third parties (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by any of our directors, employees or agents' negligence and/or breach of contract and even if such loss was reasonably foreseeable.
- 21.5. This clause 21 does not affect:
- 21.5.1. our liability for death or personal injury arising from our gross negligence, or fraud, neither of which can be excluded or limited under English law; or
 - 21.5.2. any liability we have to you arising under the regulatory system (as defined in the FCA Rules).
- 21.6. In no event shall our maximum aggregate liability arising out of or in any way related to this Agreement, the Services or the Platform exceed the corresponding net fees paid or payable by you in the 12 months prior to any claim arising.
- 21.7. Subject to clause 21.4, any limitation or exclusion of our liability under this Agreement applies to the maximum possible extent permitted under Relevant Law.

22. INFORMATION HANDLING

- 22.1. We will only use your personal information as detailed in our Privacy Notice which is available on the Sidekick website. You agree that you have reviewed our Privacy Notice to ensure you understand and agree to our collection, use and disclosure of your personal information.
- 22.2. You agree that we may reasonably require you to provide further or additional information to satisfy any obligations we may have under the Relevant Law or in relation to any transactions.
- 22.3. You acknowledge and agree that we are entitled to disclose information as set out in clause 23 below.

23. CONFIDENTIALITY

- 23.1. Each party to this Agreement will treat Confidential Information as confidential and will not disclose any Confidential Information except where:
 - 23.1.1. the party is required to do so under any Relevant Law;
 - 23.1.2. any regulatory, tax or government authorities, or a court or tribunal of competent jurisdiction, requests the disclosure of that information;
 - 23.1.3. the Confidential Information is disclosed in confidence to its professional advisers, auditors or insurers where reasonably necessary; or
 - 23.1.4. we must disclose the Confidential Information to assist or enable the performance of the Services, enable the use of the Platform, and to enforce our rights and obligations under this Agreement or for any ancillary purpose;
 - 23.1.5. we reasonably consider it is in the public interest to disclose such information; or
 - 23.1.6. the other party has consented to the disclosure.

24. ELECTRONIC COMMUNICATIONS

- 24.1. We will communicate with you by:
- 24.1.1. in the first instance, publishing information on the Platform;
 - 24.1.2. messages in the App; or
 - 24.1.3. otherwise by email.
- 24.2. We may, upon request and at our discretion, decide to also use certain other communication methods. In that case, we will notify you before using any alternative methods.
- 24.3. You agree that we can provide information, confirmation of transactions, and any other reports, documents, statements or similar that we may provide to you in connection with this Agreement by way of email or other electronic means, including via publication on our Platform.
- 24.4. You agree to ensure that the contact details you have notified us of are up to date at all times. Any communication sent by Sidekick to the most recent email address notified to us will be deemed to have been received by you.

25. NOTICES AND COMMUNICATION

- 25.1. Any notice or other communication to be given or made under or in connection with this Agreement:
- 25.1.1. must be in English, legible and in writing;
 - 25.1.2. must be delivered or sent to us as follows:
 - Address: Rivington House, 82 Great Eastern Street, London, EC2A 3JF
 - Email: help@sidekickmoney.comor to such other address (within the United Kingdom) as we may from time to time specify by notice to you; and
 - 25.1.3. will be delivered or sent to you at any address or email address that you have notified or provided to us in connection with this Agreement.
- 25.2. Any notice or other communication sent in accordance with this clause 25 will be deemed to have been given:
- 25.2.1. if sent by post to and from a place within the United Kingdom, at the start of the second Business Day after it was put in the post;
 - 25.2.2. if sent by post to or from a place outside the United Kingdom, at the start of the fifth Business Day after it was put in the post; or
 - 25.2.3. if hand-delivered, at the time and on the date of delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time.
- 25.3. If sent by email, at the time and on the date of transmission, if transmitted during normal office hours (09:00-17:30) on a Business Day (local time at the place of receipt) and, in any other case, at the start of the Business Day following the date of transmission, provided always that the sender has not received any error message indicating that the email has failed to be delivered.
- 25.4. The provisions of this clause 25 will not apply to the service of any proceedings or other documents in any legal action, which cannot be delivered by way of email.

26. RECORD KEEPING AND RECORDING CONVERSATIONS

- 26.1. In accordance with our obligations under Relevant Law and the FCA Rules:
- 26.1.1. we may record our telephone conversations with you;
 - 26.1.2. we may store electronic communications between you and us;
 - 26.1.3. you specifically consent to us recording these conversations and communications with us and to such records being used in any arbitral or legal proceedings between us; and

26.1.4. we will make a copy of such recordings and/or communications available to you on request for a period of seven years.

27. TERMINATION

27.1. There is no minimum duration of this Agreement. This Agreement continues until it is terminated by either party.

27.2. The Agreement may be terminated at any time by you, by giving us written notice or otherwise complying with any cancellation procedure made available on the Platform. We may terminate this Agreement without penalty at any time by giving you at least sixty (60) days' advance written notice.

27.3. We may also terminate the Agreement with a shorter notice period and, where appropriate, without prior written notice if we consider we have reasonable grounds to do so, including but not limited to the following:

27.3.1. you terminate or attempt to terminate any Third-Party Agreement;

27.3.2. you become bankrupt, insolvent or are unable to pay your debts as and when they fall due (or we have reasonable grounds to believe that this is the case);

27.3.3. you die or become legally incapacitated; in which case we will act in accordance with clause 14;

27.3.4. you commit a breach of this Agreement which in our reasonable opinion is material, ongoing or incapable of rectification. This includes using the Loan Facility for the purposes of investing;

27.3.5. you fail to comply with your obligations under this Agreement for a reasonable period of time, including a failure to provide information or documents requested by us to ensure compliance with any Relevant Law (e.g., verifying your identity, verifying the source of funds, and verifying the purpose of your transactions);

27.3.6. you provide us with information that is misleading, incomplete, inaccurate, or otherwise unsatisfactory in our reasonable opinion;

27.3.7. you have acted fraudulently or in breach of any Relevant Law, including (but not limited to) the breach of laws and regulations on anti-money laundering, anti-corruption, counter-terrorist financing and market abuse such as insider dealing, or we reasonably believe that you have done so, have attempted to do so, or will do so.

27.3.8. where continuing to provide you with Services would, in our reasonable opinion:

(a) cause or be likely to cause us to be in breach of the Relevant Law;

(b) expose us or be likely to expose us to action or censure from any governmental, regulatory, law enforcement or industry body; or

(c) result in reputational damage to us, any of our related bodies corporate or any third-party business partner.

27.4. You agree that termination of this Agreement will also result in termination of the Third-Party Agreements.

27.5. You agree that termination of any one of the Third-Party Agreements will result in termination of this Agreement and all other Third-Party Agreements and you will cease to receive the Services.

27.6. You acknowledge that where you cancel this Agreement via any method other than the cancellation procedure made available on the Platform, cancellation may not have immediate effect.

28. EFFECT OF CANCELLATION OR TERMINATION

28.1. Termination of this Agreement or cancellation of your Account and use of the Platform will not affect:

28.1.1. ownership of any Investment held with your Investment Custodian until such Investment is redeemed or transferred;

- 28.1.2. any transactions already initiated – these will be completed in accordance with this Agreement;
 - 28.1.3. any fees or charges that you have already incurred – you will remain liable for these fees or charges; or
 - 28.1.4. any provisions of this Agreement that are specifically intended to remain in force after termination or cancellation.
- 28.2. Upon receiving your request to cancel or terminate this Agreement, we will provide further details of the cancellation/termination procedure.

29. FORCE MAJEURE

- 29.1. Notwithstanding any other provision of this Agreement to the contrary, neither party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

30. THIRD PARTY RIGHTS AND ASSIGNMENT

- 30.1. A party who is not a party to this Agreement cannot enforce the rights or enjoy the benefits of any of its provisions, in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 30.2. You may not assign or transfer your rights or responsibilities under this Agreement to any other party without our written agreement.
- 30.3. We may at any time assign or transfer any or all of our rights under this Agreement, provided that we meet our regulatory and legal obligations prior to doing so.
- 30.4. We will provide you with written notice, in accordance with the Agreement, prior to assigning or transferring any of your rights under this Agreement.

31. COMPLAINTS PROCEDURE AND COMPENSATION

- 31.1. If you have any complaints in relation to our Services, you can notify us using any of the following methods:
- 31.1.1. by following the complaints procedure made available via the Platform; or
 - 31.1.2. by following the complaints procedure set out on the Sidekick website.
- 31.2. Upon receipt of your complaint, we will provide you with a prompt written acknowledgement of receipt of your complaint.
- 31.3. We will carry out an investigation of your complaint and will provide a written response within three Business Days of the day on which your complaint was initially received, unless your complaint cannot be resolved in this period. If we cannot resolve your complaint within three Business Days of initial receipt, we will provide a written response within four weeks of initial receipt of your written complaint to keep you informed about progress.
- 31.4. Notwithstanding clause 31.3, we will communicate the outcome of your complaint no later than eight weeks after the initial receipt of your written complaint.
- 31.5. If you are not happy with the resolution of your complaint, you may be entitled to refer it to the UK Financial Ombudsman Service. Further information can be found at www.financial-ombudsman.org.uk or by calling 0800 023 4567.
- 31.6. We are covered by the FSCS for certain Services, which means that in the event that we cease trading or are declared to be in default and cannot meet our obligations to you, you may be entitled to compensation from the FSCS up to a maximum of eighty-five thousand pounds sterling (£85,000) (or such other value covered from time to time by the FSCS) for investment claims. Further information about the FSCS (including the amounts covered and your potential eligibility to claim) is available at www.fscs.org.uk or by calling 0800 678 1100.

- 31.7. The Investment Custodian safeguards your money and Investments as part of your Third-Party Agreement with them – the equivalent scheme to FSCS in the US is called SIPC which protects capital up to the value of \$500,000 regardless of where the customer of the firm is located.
- 31.8. If you are unhappy with the services received by any of the Third-Party Service Providers with whom you have a Third-Party Agreement in place, you must send your complaint to the relevant Third-Party Service Provider at the address set out in the Third-Party Service Agreement. They may operate a complaints process which is different in nature to Sidekick's.
- 31.9. Any electronic money you hold with your E-Money Provider does not benefit from the protections afforded under the FSCS, although safeguarding measures are put in place as required by relevant regulation.

32. GOVERNING LAW

- 32.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the laws of England and Wales.
- 32.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

33. AMENDMENTS

- 33.1. You agree that we have the right under this Agreement to amend this Agreement at any time, upon giving no less than fourteen (14) days prior notice to you unless it is impracticable in the circumstances to give such notice or because of a legal or regulatory requirement.

34. GENERAL

- 34.1. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement or under the law of any other jurisdiction will be affected or impaired.
- 34.2. No third-party person shall be entitled to enforce any of the provisions in this Agreement in any circumstances.
- 34.3. Any failure by us (whether continued or not) to enforce any of the provisions of this Agreement (including where we delay in enforcing our rights) or to require strict compliance with the provisions of this Agreement, shall not constitute or be deemed to constitute a waiver by us of any of our rights or remedies under this Agreement or any Relevant Law, and we are not prevented from enforcing those or any other rights at a later date.
- 34.4. Except as set out in this Agreement, nothing in this Agreement is intended to or will be used to establish any partnership or joint venture between the parties, and neither party shall be authorised to make any commitments for or on behalf of any other party.
- 34.5. This Agreement contains the whole agreement between us relating to the matters contained in this Agreement and supersedes any previous agreement (whether oral or in writing) between the parties relating to those matters. Except as required by statute, no terms will be implied into this Agreement.

35. DEFINITIONS AND INTERPRETATION

The following words and expressions shall have the following meanings in this Agreement:

“Account” means the account you must open and maintain with Sidekick to be able to access the services provided on the Platform;

“Account Representative” has the meaning given in clause 2.3.7;

“Advice” means, unless the context otherwise requires, regulated investment advice given to a potential investor on the merits of buying or selling a particular investment;

“Business Day” means a day on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in London;

“Confidential Information” means all information or material communicated between the parties, including the terms of this Agreement, provided that Confidential Information shall exclude information or material which at the time of its disclosure is, or which thereafter becomes (in each case otherwise than as a result of any act or default by the recipient), part of the public domain by publication or otherwise;

“Conflicts of Interest Policy” means Sidekick’s conflicts of interest policy, which is available on the Sidekick website;

“Custody” or **“custodial services”** means the safeguarding and administration of your Investments;

“Discretionary Managed Portfolio” means an investment portfolio which is managed by us acting in our capacity as discretionary portfolio manager;

“E-Money Provider” has the meaning given in clause 1.2.2;

“Financial Conduct Authority” or **“FCA”** means the Financial Conduct Authority of the United Kingdom whose address is 12 Endeavour Square, London E20 1JN or any successor authority;

“FCA Rules” means the rules and guidance contained in the Handbook of Rules and Guidance issued by the FCA;

“FSCS” means the Financial Services Compensation Scheme;

“Instruction” means any instruction from you via our Platform in relation to your Portfolio;

“Intellectual Property Rights” means:

- (a) copyright, design rights (whether registered or unregistered) and database rights;
- (b) patents, utility models, trademarks, trade names, domain names and topography rights;
- (c) applications for, or registrations of, any of the rights described in (a) or (b) above; and
- (d) any other intellectual property having a similar nature or equivalent effect anywhere in the world;

“Investment” means all investments from time to time made available to you on the Platform, including (but not limited to) shares, units, bonds and government securities;

“Investment Custodian” has the meaning given in clause 1.2;

“Investment Document” means any document published in relation to an investment, including the published prospectus of any investment fund or instrument from time to time, including any supplement to such prospectuses, and any other documents required to be provided by the fund provider;

“Investment Tool” means any data, tools and learning materials made available via the Platform, including the Account information set out in clause 10;

“LTV ratio” has the meaning given in clause 11.3;

“TCCL” has the meaning given in clause 1.2.2;

“Order Handling Policy” means the policy in accordance with which we will execute your orders, which is available on the Sidekick website;

“Platform” means our platform, which is accessible via our website or our App;

“Platform Assets” means, as applicable, (i) all Investments in your investment portfolio and cash held with your Investment Custodian, (ii) any amounts held by you in an e-wallet with your E-Money Provider and/or (iii) any other assets you may from time to time hold with or through Sidekick in connection with your Platform activities.

“Portfolio” means the portfolio of assets of a user;

“Privacy Policy” means Sidekick’s privacy policy, which is available on the Sidekick website;

“Relevant Law” means any and all applicable laws, legislation, decisions of any tribunal or court of competent jurisdiction, notices, statutes, orders, rules (including FCA Rules and any

rules or decisions of any tribunal or court of competent jurisdiction), regulations, regulatory instruments, directives, edicts, schemes, warrants, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes or codes of conduct, any instruments or guidelines published or made available by an industry body, and mandatory guidelines and which have legal effect;

“Risk Warnings” means the risk warnings relating to the Investments displayed on the Sidekick website, as updated from time to time;

“Services” has the meaning given in clause 1.1;

“Sidekick Fees and Charges Schedule” means the fees and charges schedule displayed on the Sidekick website, as updated from time to time;

“Sidekick website” means www.sidekickmoney.com;

“Third-Party Agreement” has the meaning given in clause 1.3;

“Third-Party Service Provider” means the Investment Custodian and E-Money Provider;

“Investment Custodian” has the meaning given in clause 1.2.1.

Any reference to any legislation, statute, rule, contract or any other document, is to such legislation, statute, rule, contract or other document as amended from time to time and as currently in force.

Any reference to “including” or “includes” in the Agreement will be deemed to be a reference to “including without limitation”.

Any heading in the Agreement is provided for convenience only and will not affect its interpretation.

Any reference to a person in this Agreement will include bodies corporate, unincorporated associations, trusts, partnerships and individuals.

Unless the context requires otherwise, words used in this Agreement in the singular will include the plural, and words used in this Agreement in the plural will include the singular.