

- (1) By completing the application process and accepting these SIPP Terms, the client ('you', 'your', 'yours' and 'yourself' as appropriate) has given James Hay Pension Trustees Limited (the Trustee) the authority to open a SIPP Account with IG Markets Limited ('we', 'us', 'our' and 'ourselves' as appropriate). We will allow you, the client, to enter into Transactions with us on behalf of the Trustee. This Agreement will come into effect on the date we open your SIPP Account and for any new versions thereafter, on the date we notify you.
- (2) We are authorised and regulated by the Financial Conduct Authority (the 'FCA' (registration number 195355)) for the conduct of investment business. The FCA's registered address is 25 The North Colonnade, London E14 5HS. Our registered address is Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA. Our contact details are: 0800 195 8009 (+44 20 7896 0011) and helpdesk.uk@ig.com. IG Markets Limited is a member firm of the London Stock Exchange.
- (3) Your SIPP Account may, at your discretion, comprise of two elements: a Share Dealing Service and/or a Smart Portfolio Service. Your relationship with us in relation to your SIPP Account will, therefore be governed in accordance with the following documents:
 - (a) in relation to our Share Dealing Service: (i) these SIPP Terms; and (ii) the Share Dealing Customer Agreement; and/or
 - (b) in relation to our Smart Portfolio Service: (i) these SIPP Terms; and (ii) the Smart Portfolio Customer Agreement.
- (4) Capitalised terms that are not defined in these SIPP Terms shall have the meanings given to them in the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement (as applicable).
- (5) Terms 7, 19(2), 29(2) and 29(3) of the Share Dealing Customer Agreement and Terms 16.2, 27.2 and 27.3 of the Smart Portfolio Customer Agreement are specifically excluded from these SIPP Terms. Unless otherwise stated, or inconsistent with these SIPP Terms, any Term of the Share Dealing Customer Agreement or the Smart Portfolio Customer Agreement (as applicable) which may be read to apply to these SIPP Terms will apply to these SIPP Terms. If there is any inconsistency between these SIPP Terms and either the Share Dealing Customer Agreement or the Smart Portfolio Customer Agreement, these SIPP Terms will take precedence.
- (6) You will supply us with all information that we reasonably request for the purposes of facilitating your SIPP Account and complying with our obligations under these SIPP Terms, the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement.
- (7) In relation to our Share Dealing Service, dealings with you will be carried out by us on an execution-only basis in accordance with Term 2(4) of the Share Dealing Customer Agreement, and you agree that unless otherwise provided in these SIPP Terms, or the Share Dealing Customer Agreement we are under no obligation:
 - (a) to satisfy ourselves as to the sustainability of any Instrument, or Transaction for you;
 - (b) to monitor or advise you on the status of any Instruction to Deal;
 - (c) to monitor or advise you of the status of Instruments held by us on your behalf; or
 - (d) (except where the Applicable Regulations require) to cancel any Instructions to Deal, or sell any Instruments you have purchased and that we hold on your behalf.
- (8) Your dealings with us in relation to our Smart Portfolio Service will be carried out in accordance with Terms 2.1 to 2.9 of the Smart Portfolio Customer Agreement and you agree that unless otherwise provided in these SIPP Terms, or the Smart Portfolio Customer Agreement we are under no obligation:
 - (a) to satisfy ourselves as to the suitability of any Instrument, Instruction to Invest or Transaction for you;
 - (b) to monitor or advise you on the status of any Instruction to Invest;
 - (c) to monitor or advise you of the status of Instruments held by us on your behalf; or
 - (d) (except where the Applicable Regulations require) to cancel any Instructions to Invest, or sell any Instruments you have purchased and that we hold on your behalf, notwithstanding that previously we may have given such advice or taken such action in relation to that Instrument or another.
- (9) You have agreed with the Trustee that you will only deal in permitted instruments, that is those Instruments permitted to be held in a Self Invested Pension Plan (SIPP), through your SIPP Account ("**Permitted Instruments**"). In the normal course of business we offer Instruments that are not Permitted Instruments. You agree that you will not attempt at any time to Buy or Sell any Instruments that are not Permitted Instruments. You acknowledge that, while we take reasonable efforts to prevent you from Buying or Selling any Instrument which is not a Permitted Instrument, we are unable to guarantee that you will not be able to do so. You therefore acknowledge that it is your responsibility to ensure that you do not acquire any Instruments other than Permitted Instruments in your SIPP Account. It is your responsibility to ensure that you are aware of the list of Permitted Instruments. If you would like further information, please contact us or the Trustee.
- (10) You acknowledge that any failure to comply with Term 9 of these SIPP Terms may create negative tax implications, costs and damages that exceed the value of the Instruments and cash in your SIPP Account. We will not be liable in any way to either you or the Trustee for any loss or damage arising from the acquisition and/or disposal of any Instruments which are not Permitted Instruments, including, but not limited to, any penalty or tax charge imposed by HMRC.

- (11) In the event that an IFA is appointed over your SIPP Account, you will notify us of such appointment and will provide such written confirmation of the details and evidence of authorisation of your IFA as are reasonably required by us. We will not be responsible for any delay in onboarding an IFA.
- (12) Subject to Term 13 of these SIPP Terms and as stated in Term 2(5) of the Share Dealing Customer Agreement, we are not providing you with any investment, legal, regulatory or other form of advice. You are required to rely on your own judgement in providing us with an Instruction to Deal or Instruction to Invest. You are not entitled to ask us to provide you with investment advice or a statement of opinion relating to an Instruction to Deal, Instruction to Invest, Instrument or Transaction. You are not entitled to ask us to provide you with any statement that would encourage you to enter into an Instruction to Deal, Instruction to Invest, Instrument or Transaction. You may wish to seek independent advice in relation to any Transaction you propose to enter into in relation to your SIPP Account.
- (13) Where we provide you with an Advice Service in accordance with the Smart Portfolio Customer Agreement, we do not consider your whole financial picture or your financial priorities and before you decide to enter into a particular Transaction, you may wish to seek independent advice.
- (14) You acknowledge and agree that:
- (a) the Trustee is the legal owner of the Instruments and cash in your SIPP Account;
 - (b) all Instruments, cash and proceeds in your SIPP Account will be held on your behalf by the Trustee; and
 - (c) any Instruction to Deal or an Instruction to Invest given by you on your SIPP Account (or by your IFA on your behalf, where appropriate) may result in either gains or losses and you agree that in the absence of fraud, negligence or wilful default by IG, we will not be liable to you or the Trustee (or anyone claiming through you or the Trustee) in any way for any loss (including without limitation, a fall in the value of Instruments invested through us, economic loss, loss of business, loss of profits, tax liability, failure to avoid a loss, loss of goodwill or reputation) which may occur.
- (15) In addition to Term 17 of the Share Dealing Customer Agreement and Term 12 of the Smart Portfolio Customer Agreement, any material breach of your agreement with the Trustee will also constitute an Event of Default under these SIPP Terms, the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement, and you agree that we will be permitted to take any action or pursue any remedy that would otherwise be available to us, to the extent permitted by law
- (16) In these SIPP Terms:

'HMRC' means Her Majesty's Revenue and Customs (or any organisation that will replace HMRC or take over its affairs);

'IFA' means an Independent Financial Adviser appointed by you and the Trustee to deal on the SIPP Account;

'Permitted Instruments' has the meaning attributed to it in Term 9;

'Share Dealing Customer Agreement' means the Share Dealing Customer Agreement and all schedules, the Product Details, any ancillary documents referred to therein and any amendments thereto;

'Share Dealing Service' means the execution only services provided to you in accordance with our Share Dealing Customer Agreement;

'SIPP Account' means an IG Share Dealing Account which has been opened in accordance with the terms of this Agreement, through which you may deal in Instruments and cash held on your James Hay Modular iSIPP (as varied, amended or substituted by the Trustee);

'SIPP Terms' means these SIPP Supplementary Terms, together with the Product Details, any ancillary documents referred to herein and any amendments thereto;

'Smart Portfolio Customer Agreement' means the Smart Portfolio Customer Agreement and all schedules, as well as any documents referred to therein, including any information provided by you as part of the Advice Service as defined in the Smart Portfolio Customer Agreement, and any amendments thereto;

'Smart Portfolio Service' means the services provided to you in accordance with our Smart Portfolio Customer Agreement; and

'Trustee' means James Hay Pension Trustees Limited (or any organisation that will replace the Trustee or take over its affairs).

(17) A reference to:

- (a) a Term is a reference to a term of these SIPP Terms; and
- (b) the singular will import the plural and the masculine will import the feminine as the context requires.

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