

WRAP Notification Service Terms and Conditions

Effective 19 December 2025

1. Terms and Conditions

These Terms and Conditions form a legally binding agreement between you and Winterflood Securities Limited (registered address at Riverbank House, 2 Swan Lane, London EC4R 3GA) (“**Winterflood**”), and set out how the Service operates and the rights and responsibilities of both parties. Please read them carefully, including the important information in relation to the nature of the Service set out in clause 4.

If these Terms and Conditions ever conflict with any applicable law or regulation, the law or regulation will take precedence to the extent of any inconsistency.

WRAP is a proprietary technology platform owned and operated by Winterflood. Winterflood is authorised and regulated in the United Kingdom by the Financial Conduct Authority (FRN 141455).

2. Definitions

The following definitions apply throughout this document, unless otherwise stated or the context requires otherwise:

Announcement	means the announcement by an Issuer or by us of a WRAP Offer to a Regulatory Information Service in accordance with the relevant Market Rules, where applicable;
Applicable Law and Regulation	means any law, rule, regulation or guidance which applies to us or the Services, including but not limited to the FCA Rules;
Broker	means any third party corporate broker, investment platform or wealth manager who you may appoint from time to time;
Issuer	means an entity whose securities are available for subscription or purchase via a WRAP Offer;
Companies Act	means the Companies Act 2006, as amended from time to time;

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Completion	means completion of a WRAP Offer, being the point at which any conditions to which a WRAP Offer is subject are satisfied;
FCA	means the Financial Conduct Authority, or any successor to it;
FCA Rules	means the FCA Handbook of rules and guidance, as amended from time to time;
FSMA	means the Financial Services and Markets Act 2000, as amended from time to time;
Issuer Materials	means information which an Issuer publishes, including its own website, as well as any Announcements where applicable;
Loss	means any allegation, claim, cost, expense, damage or other loss of whatever nature, and howsoever arising;
Market	means any UK or overseas recognised investment exchange (as defined in section 285 FSMA) or other venue on which securities are admitted to trading or quoted (including, without limitation, the FCA's Official List, London Stock Exchange Main Market and AIM, NASDAQ and NYSE);
Privacy Notice	means Winterflood's privacy notice made available to Registered Users on its website;
Registered User	means a person who has registered to use the Service;
Regulatory Information Service	means a person approved by the FCA under section 89P FSMA, being a person which disseminates information an Issuer is required to disclose under Applicable Law and Regulation;
Service	means the WRAP Offer email and SMS or WhatsApp message notification service that we provide to Registered Users in accordance with these Terms and Conditions as set out in clause 4;
Terms and Conditions	means the terms and conditions of the Service as set out in this document; and
WRAP Offer	means an offer by an Issuer to subscribe for or purchase securities issued by the Issuer which is arranged by WRAP and made available through participating Brokers, and following an Announcement, where applicable.

Winterflood Securities Limited

Riverbank House, 2 Swan Lane, London EC4R 3GA

Registered in England No. 2242204. Authorised and regulated by the Financial Conduct Authority.

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In these Terms and Conditions, references to: (i) “**we**”, “**us**” and “**our**” means Winterflood, any of our subsidiaries and any holding company (as those expressions are defined in section 1159 of the Companies Act), and, where the context permits, our permitted assignees, transferees and delegates; and (ii) “**you**” or “**your**” means, as the context requires, any person using the Service.

3. Eligibility and confirmations

3.1. By registering for the Service, and on an ongoing basis, you confirm that:

- a. you are 18 years old or over;
- b. you have the capacity and authority to enter into and comply with these Terms and Conditions;
- c. all information you provide to us is true, accurate and not misleading;
- d. you will promptly provide any documents or information we may reasonably request;
- e. you will not use the Service for any unlawful purpose;
- f. you are not a “U.S. person” and are not physically located in the United States; and
- g. you are resident in, and physically present in, the United Kingdom (including for tax and other legal purposes).

3.2 If any of the above becomes untrue or your circumstances change, you must tell us as soon as possible at WRAP@winterflood.com. We may suspend or stop providing the Service if eligibility pursuant to clause 3.1 is not met.

4. Important information in relation to the nature of the Service

4.1. The WRAP Notification Service (the “Service”) provides email and/or SMS/WhatsApp alerts to Registered Users from time to time about certain WRAP Offers that may be made available via participating Brokers. We do not guarantee to provide such alerts to you at all or within any particular time period.

4.2. The Service is informational only. It is not an investment service. Winterflood is not acting for you, and will not treat you as a client, for regulatory purposes. Should you wish to act on any information, you must do so separately via your Broker. Winterflood will not be responsible for providing protections afforded to our clients to you, and accepts no responsibility or liability with respect to any transactions that may result.

4.3. The Service does not include investment advice, recommendations or any offer or invitation to buy, sell or subscribe for securities. We do not tailor notifications to your personal circumstances. If you are unsure whether any WRAP Offer is suitable for you, seek advice from an FCA-authorized adviser.

4.4. You hereby agree that neither Winterflood nor any of our group companies, shareholders, directors, staff, agents, suppliers or contractors will have any liability, of whatever nature and howsoever arising, for any Loss arising through the use of our Service, including any changes we make to it.

4.5. Your use of the Service is subject to any additional disclaimers that may be provided to you from time to time. By registering for the Service, you agree to read and be bound by any such disclaimers and any such additional terms shall be deemed to be incorporated into these Terms and Conditions.

5. Changes, suspension and ending the Service

5.1. We may change, suspend or withdraw the Service at any time (for example, due to legal, regulatory or commercial reasons). Where reasonably possible, we will try to notify you in advance by email, but we may not always be able to do so.

5.2. If the Service changes such that we can no longer lawfully or practically provide it to you, your right to use the Service will end immediately.

5.3. You may unsubscribe at any time by clicking the “unsubscribe” link in any WRAP email notification [or by replying STOP to a SMS/WhatsApp message]. Please allow up to 7 days for processing, during which time you may still receive notifications.

6. General

6.1. It is not guaranteed that any WRAP Offer, once made, will proceed to Completion. Offers of securities are sometimes subject to conditions or other market factors which prevent them from completing. We accept no liability to you in connection with any Loss resulting from a WRAP Offer that does not proceed to Completion.

6.2. Other than the information which, where contained in an Announcement or other document, has been approved by us for the purposes of section 21 FSMA and/or where something has been, and is explicitly stated as being, specifically approved by us, we have not reviewed or approved any information about or from the relevant Issuer, including any information, Announcements, Issuer Materials or other information on or accessible through websites or other mediums that are linked to or from an alert provided by the Service pursuant to clause 4 in relation to a WRAP Offer.

6.3. We do not review or approve any Issuer Materials and undertake no due diligence on your behalf or in support of any investment decision in respect of Issuers making WRAP Offers. We

may provide links to Issuers' websites but do so as a matter of convenience only and without providing any endorsement or approval of the content of such sites.

6.4. It is your responsibility to ensure that your personal information is accurate, complete and up to date.

6.5. Nothing in these Terms will override our obligations under the FCA Rules.

6.6. You agree to indemnify us and hold us harmless from and against any Loss arising from or in connection with any information you provide to us in connection with the Service and/or your use of the Service.

7. Charges and payments

7.1. We will not charge fees to you in connection with the Service. However, the parties' mutual rights and obligations under these Terms and Conditions shall be sufficient consideration such that they impose legally binding obligations on you and us.

7.2. We receive remuneration for our services by charging commissions and other fees to Issuers or intermediaries.

8. Protection of personal data

Information about how we process your personal data and your associated rights is contained in our Privacy Notice.

9. Liability

9.1. We are not responsible for any Loss you may suffer arising from or in connection with:

- a) your use of (or inability to use) the Service;
- b) your reliance on any information that we are not responsible for under the regulatory system;
- c) any error or inaccuracy in information you provide to us in registering for the Service as a Registered User;
- d) any failure of a WRAP Offer to reach Completion; or
- e) any change, suspension or withdrawal of the Service.

9.2. We will not be liable for indirect or consequential losses, or for loss of profits, revenue, business, goodwill, opportunity, or data.

9.3. Nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that

cannot lawfully be excluded or limited.

10. Assignment, transfer and delegation

None of your rights or obligations under these Terms and Conditions can be assigned, transferred or delegated to any other person. We may assign or transfer any of our rights and obligations (to the extent permitted under Applicable Regulations) under these Terms and Conditions to any person, provided that we are satisfied that such person is competent to perform or exercise the obligations or rights so assigned or transferred. We will notify you of such assignment and/or transfer if that transfer or assignment is to anyone other than one of our group companies.

11. Complaints

11.1. Complaints will be dealt with in accordance with our Complaints Procedure, a copy of which is made available upon request.

11.2. In the event you make a complaint in accordance with our Complaints Procedure and we do not resolve it to your satisfaction, you may have a right to complain directly to the Financial Ombudsman Service depending on the circumstances and the services you have received. Its address is Exchange Tower, Harbour Exchange Square, Isle of Dogs, London E14 9SR, and its website is <http://www.financial-ombudsman.org.uk>.

12. Amendment of these Terms and Conditions

We may, from time to time, update or make other changes to these Terms and Conditions [by posting the amended Terms and Conditions on our website]. We may also notify you of such changes by email or other means. If you do not agree with those changes, you should stop using our Service. Your continued use of the Service after any such changes are made shall constitute your agreement to the amended Terms and Conditions.

13. Governing law and jurisdiction and language

These Terms and Conditions are governed by English law. The courts of England and Wales have exclusive jurisdiction over any disputes. All communications with you will be in English.