



Self Select ISA



Terms and Conditions

Our knowledge... gives You control.

We bring over a decade of experience in the servicing and administration of investment products on behalf of other companies to Our range of specialist investment products.

IFDS Financial Services Limited (IFDS FS) is a subsidiary of International Financial Data Services Limited, which is itself an investor record keeping and transfer agency joint venture of DST Systems and State Street.

IFDS FS is authorised and regulated by the FSA, and approved by HMRC for the provision of Individual Savings Accounts (ISAs).

IFDS FS is wholly owned by International Financial Data Services Limited, which is the UK's leading provider of investor record keeping solutions to asset managers, distributors, fund supermarkets and wealth managers supporting over 30 of the UK's leading financial services organisations, 5.8 million individual investors' accounts worth in excess of £185 billion (all statistics as at 31 December 2007).

Important

ISAs are wrappers that allow investments to benefit from tax-efficiency on the returns that they yield.

The UK Government has announced that Subscriptions to ISAs will continue to be permitted in the future allowing any UK resident aged 18 or over (including a Crown Employee, or the spouse of a Crown Employee if over 18) to invest up to the eligible annual maximum sum for income or capital growth with tax-efficient results.

The IFDS FS Self Select ISA enables investors whose agents are part of the UBS External Asset Manager Programme to consolidate ISA accounts with different plan managers to accounts with IFDS FS. Having transferred Your accounts to Us, We will accept annual Subscriptions subject to regulatory limits, and enable UBS to accept instructions direct from Your Agent for dealing in the investments held within Your accounts. In conjunction with UBS, the IFDS FS Self Select ISA supports the fee agreements You have made with Your Agent while providing You with an investment wrapper that enables a broad range of investment assets to be used within the tax-efficient ISA régime.

The value of Your Plan is dependent upon the performance of the assets purchased within Your Plan. These fluctuations in the financial markets are outside Our control and You should note that past performance of investments is no indicator of future performance.

With ISAs, You should be aware that the value of Your investment may fall as well as rise and You may not get back the amount You originally invested.

If having read these Terms and Conditions, You wish to discuss the suitability of the Self Select ISA in Your individual circumstances, You should seek advice from a financial adviser. IFDS FS will only accept an ISA subscription through an authorised financial advisor.

This document is based on Our understanding of current tax provisions, which may change in the future.

IFDS Financial Services Limited Terms and Conditions for ISAs

Definitions and governing law

The following words and expressions, when used in these Terms and Conditions, have the meanings specified:

Act – the Financial Services & Markets Act 2000, as from time to time amended and in force.

Account investments – the assets held in an ISA, including cash.

Additional Subscription Form – a form completed by an Applicant seeking to make an additional Subscription to an ISA.

Agent – Your authorised investment manager appointed by You in respect of the Plan, and approved by UBS to operate within the External Asset Manager Programme.

Applicant – an individual seeking to set up or transfer or make an additional Subscription to or make withdrawal from an ISA.

Application Form – a form completed by an Applicant to open or transfer an ISA to be managed by Us.

Bonds – fixed income securities or stocks.

EEA – European Economic Area, comprising member states of the European Union together with Norway, Iceland and Liechtenstein.

External Asset Manager Programme – the External Asset Manager Programme established by UBS.

FSA – the Financial Services Authority.

HMRC – Her Majesty's Revenue & Customs.

ISA – an Individual Savings Account; governed by these Terms and the Regulations. The IFDS Financial Services Self Select ISA described by these terms is a Stocks & Shares ISA under the Regulations.

Mutual funds – OEICs, Unit Trusts, SICAVs and other regulated collective investment schemes, including exchange traded funds.

OEIC – an open-ended investment company, or investment company with variable capital (ICVC) authorised by the FSA and, in the case of an umbrella company, a sub-fund of the company. OEIC shares to be construed accordingly.

Plan – an ISA.

Qualifying investments – sterling denominated stocks, Shares, Bonds, and Mutual funds permitted to be held in a Stocks & Shares ISA under the Regulations.

Regulations – according to context, the Individual Savings Account Regulations 1998 as from time to time amended and in force.

Shares – equity shares issued by companies other than OEICs or SICAVs, including investment trust companies.

SICAV – Société d'Investissement Capital à Variable, an open-ended investment company, or investment company with variable capital (ICVC) established outside of the UK and, in the case of an umbrella company, a sub-fund of the company. SICAV shares to be construed accordingly.

Subscription – new monies placed within the ISA in order to purchase Qualifying investments. The Regulations limit the annual Subscription that can be paid into a Stocks & Shares ISA.

Tax Year – a year beginning on 6 April in any calendar year and ending on 5 April in the following calendar year.

Terms – these Terms and Conditions (as amended from time to time), together with the Application Form, as appropriate.

UBS – UBS AG acting through the Wealth Management division of its London branch at 1 Curzon Street, London, W1J 5UB.

UK – the United Kingdom of Great Britain and Northern Ireland.

Unit Trust – an authorised unit trust. 'Units' to be construed accordingly.

We or Us – IFDS Financial Services Limited as the plan manager or, as the context requires, its authorised nominee or agent. 'Our' to be construed accordingly.

Withdrawal Form – a form completed by an Applicant seeking to make a cash withdrawal from an ISA.

You – the applicant. 'Your' to be construed accordingly.

These Terms are governed by and to be construed in accordance with English law. You and We submit to the exclusive jurisdiction of the English courts to settle any disputes arising hereunder. No provision of these Terms is enforceable by any person other than You or Us.

1) IFDS Financial Services Limited

We are registered in England, Company number 4162986 and Our registered office is at IFDS House, St Nicholas Lane, Basildon, Essex SS15 5FS.

We are authorised under the Act and regulated by the FSA in the conduct of investment business and bound by its rules. Our FSA register number is 463084.

This can be verified by visiting the FSA's website:

www.fsa.gov.uk/register

The FSA's postal address is:
Financial Services Authority
25 The North Colonnade
Canary Wharf
London E14 5HS

Our address for correspondence is:

IFDS Financial Services Limited
PO Box 9128
Chelmsford
Essex CM99 2AA

We may appoint any person, including International Financial Data Services Limited, Our parent company and administrator of Our plans, to advise on or perform any of Our functions or responsibilities under these Terms and may provide information about You and Your Account investments to any such person. We will satisfy ourselves that any person to whom We delegate any of Our functions or responsibilities under these Terms is competent to carry out those functions or responsibilities.

We will classify You as a retail customer.

Where any conflict arises between Our interests as plan manager and Your interests as investor, We will recognise the best interests of customers generally in resolving or managing that conflict.

Our relationship with You, these Terms, and the Self Select ISA are governed by and to be construed in accordance with English law, under the exclusive jurisdiction of the English courts. Communications regarding the Self Select ISA will be in English.

2) Opening an ISA

An application to open an ISA must be made on an Application Form. Subject to the Regulations, Your ISA will be managed in accordance with Your instructions. Note that You may only purchase permitted Qualifying investments inside Your ISA.

These Terms come into force when We accept Your application, normally on the day of receipt. We reserve the right to reject any application.

You have a right to withdraw Your application within 5 business days of Our accepting it (known as a cooling off period). At the end of this period We will process Your Subscription and/or arrange for the transfer of existing ISA accounts, as specified on Your Application Form, and Your ISA will be open.

If You withdraw Your application Your account will not be set up and no plan transfer detailed on Your Application Form will be submitted to Your existing plan manager. To exercise Your right to withdraw You must write to Us at the correspondence address shown in section 1, quoting Your reference number and informing Us of Your decision.

Due to the increases in ISA activity in the last month of the Tax Year and to allow for the cooling off period, We apply a cut-off date for applications. Applications for ISAs to be opened in the current Tax Year must be received by 27 March. Applications received after this date will be opened in the following Tax

Year provided they are on an appropriate Application Form.

Accepted applications remain valid for Subscriptions made in the next Tax Year and consecutive Tax Years after that but will cease to be valid at the end of a Tax Year in which no Subscription is made. Where this happens, You must make a fresh application before Subscriptions can re-commence.

3) Transferring an existing ISA to IFDS FS

You may apply to transfer the whole of Your ISA for the current Tax Year and the whole or part of one or more of Your ISAs for previous years, subject to meeting Our minimum plan value requirements.

These Terms come into force when Your application is accepted by Us, normally on the day of receipt. We reserve the right to reject any application. Where Your transfer is Your first instruction to Us to open an ISA You have a right to withdraw that instruction within 5 business days of Our accepting it.

An application to transfer an ISA to Us must be made on an Application Form. ISA transfers from Stocks & Shares ISAs or Cash ISAs will be accepted.

Subject to the agreement of the existing manager, and other approvals that We deem necessary, We may re-register title to the underlying Account investments that are Qualifying investments into Our nominee's name to be held on Your behalf, instead of these investments being realised and the cash proceeds transferred for subsequent reinvestment.

In the event that cash is transferred it will normally be available for investment after 5 business days of receipt from the

previous plan manager.

If You transfer two or more ISAs from previous years, We will treat such previous ISAs as relating to a single Tax Year.

4) Subscriptions

The Regulations permit You to pay additional money into an ISA each Tax Year, known as a Subscription. The current annual Subscription limit is £7,200 in the 2008/09 Tax Year.

You may include a Subscription with Your Application Form or can subsequently make a Subscription by using the Additional Subscription Form available from Your Agent. A right to withdraw applies only to the opening of Your Plan. Subscriptions made subsequently do not carry a right to withdraw.

5) Investment objective

The investment objective of Your Plan is for You to determine in conjunction with Your Agent. Your Plan will contain Qualifying investments as determined by Your investment decisions in relation to Your Account investments.

Your Agent will satisfy all regulatory requirements to ensure that any investment decision relating to Your ISA is suitable and appropriate for You. We will place reliance upon Your Agent's conclusions and will not perform any further suitability or appropriateness tests.

Your Agent will also provide such regulatory risk warnings as are relevant to the Account investments purchased.

6) Account investments

Your Plan comprises Your Account investments from time to time and all the rights and benefits arising from ownership thereof, including applicable tax relief.

We cannot commit You to any obligation in respect of the Account investments, such as payments arising from contingent liability investments, nor may issue You or cause to be issued instructions that will cause Your Plan to be overdrawn.

Uninvested cash held in Your Plan, whether arising from Subscription, transfer or sale proceeds, the receipt of income, tax relief or otherwise, will be deposited, pending investment, with UBS in an account in Our name and designated as a client account. We do not accept liability for default by UBS.

For accounting purposes uninvested cash arising from income and interest is deemed to be used, first in the purchase of plan investments, and used last when settling withdrawal instructions.

Amounts held pending investment, reinvestment or payment will earn interest accrued daily. The rate of interest will vary, based on a deposit rate obtained from UBS from time to time, and will be applied to the individual cash balances held in Your plan(s).

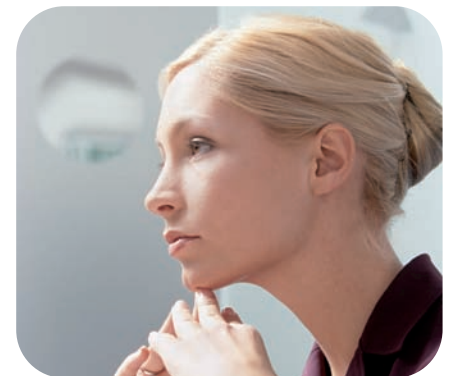
Accrued interest will be paid into Your Plan twice each year, on 30 June and 31 December. The amount of interest paid into Your ISA will be subject to a flat rate charge by HMRC of 20% and this will be deducted and paid by Us to HMRC.

Where any voluntary or elective corporate action arises on an asset held in Your Plan, the relevant company's own default option shall be selected. We are responsible for ensuring that the resulting assets are Qualifying investments and will take steps to remove any non-Qualifying investments from Your account.

Dividend and distribution payments arising from Account investments will be received as cash. We offer no automated reinvestment of such sums.

7) Dealing in Account investments

We do not have the power to deal in Account investments except on Your Agent's instructions or where necessary under paragraph 5 of section 12 or paragraph 4 of section 13 of these Terms. Instructions from Your Agent will be placed directly with UBS via the order submission process used by the External Asset Manager Programme. You acknowledge the risks involved in using email for this purpose; in particular, that the reliability and security of email messages cannot be guaranteed. Your Agent will be



responsible for checking that instructions given by email have been correctly received and executed. We will not be responsible for any liability, loss, costs or expenses that You may suffer as a result of any failure or malfunction of the External Asset Manager Programme or other telecommunications or computer services or systems or any other event or circumstance not reasonably within Our control.

UBS will ensure that execution of such instructions will satisfy all regulatory requirements for best execution applicable to such transactions for private or retail

customers. We place reliance on UBS in this regard and owe no separate duty of best execution to You.

We will use all reasonable commercial endeavours to ensure that valid instructions issued by Your Agent in relation to the composition of Account investments are executed promptly and in accordance with the Regulations.

We will reject instructions to invest in other than Qualifying investments and will remove any non-Qualifying investments that have mistakenly been taken into Account investments. We reserve the right to charge for removing such non-Qualifying investments, and note that any loss arising from changes in the prices of the non-Qualifying investments when removing the assets will be borne by Your Plan. Any compensation provided by Your Agent following such loss can only be paid into an ISA by way of Subscription (subject to the annual Subscription limit).

Transactions to purchase investments beyond the value of uninvested cash on account will be accepted only where the proceeds of contracted sales due to settle prior to the settlement of the purchase order will provide sufficient liquidity. Where such contracted sales will not provide sufficient uninvested cash by the settlement date of the purchase instruction that instruction will be rejected.

UBS will provide contract notes to confirm the details of individual transactions in Your Plan.

We will treat Account investments that are shares or units of Mutual funds whose managers offer the facility to switch from one fund to another, or from one share class to another, as discrete assets, and any such switch will be processed as a

sale of one investment and a purchase of the other.

Dealing that results in uninvested cash being held in Your Plan will be subject to the Regulations concerning reinvestment within a reasonable period of time. We will return the cash to You or as You direct if We do not receive instructions for its payment or reinvestment within any period prescribed by the Regulations or otherwise permitted by HMRC. Amounts held pending payment will earn interest as described in section 6 above.

8) Income and tax reclaims

We will make all necessary claims for tax relief relating to Your Plan. You must provide to Us, upon Our reasonable request, all the information We deem necessary for the purpose of making such claims. You must immediately inform Us of any change in Your tax status or any other material change in Your circumstances.

You accept that claims cannot be made in respect of the tax credits associated with dividend payments from UK companies.

9) Title and ownership

Your Account investments will always be beneficially owned by You but must not be used as security for a loan.

We are responsible for the safe custody of all certificates or other title documents relating to Your Account investments. We have appointed UBS to provide safe custody, holding Account investments on Our behalf. Title to Your Account investments will be registered in the name of UBS. We may not lend Account investments or any title documents to anyone else and may not borrow against the security of Account investments or title documents.

10) Statements

Statements detailing Your Plan assets and transactions performed since the previous statement will be provided by UBS. Unless You request quarterly statements on Your Application Form, UBS will send two statements each year, as at the end of June and December.

You can request to review Your Plan via e-Portfolio. You can apply to access e-Portfolio by completing Part B of the Application Form. Acceptance of the decision to use e-Portfolio, and the terms of such use, are a matter between You and UBS and accordingly IFDS FS shall have no responsibility or liability whatever in connection with the same.

11) Cash withdrawals

Subject to the Regulations and to the settlement of outstanding transactions and charges, You may instruct withdrawals from Your Plan. Such withdrawal instructions shall be made by You completing the Withdrawal Form available from Your Agent and sending it to Us.

On receipt of Your instruction and sufficient uninvested cash being held in Your Plan, and within the time stipulated by You, We will complete the withdrawal and effect payment to the account specified in Your Withdrawal Form. However, any time You choose to stipulate may not be within 10 days of the date on which You give Us the instruction.

Unless We agree otherwise, the minimum withdrawal is £500 and the minimum value of Account investments remaining in Your Plan after withdrawal must be £7,000, failing which We may treat Your request as an instruction to terminate Your Plan.

If Your account does not contain sufficient uninvested cash when We

receive Your withdrawal instruction We will reject the instruction and advise both You and Your Agent accordingly.

12) Charges

(see also the Appendix to these Terms) The operational and administrative costs of managing Your Plan are payable by You. The calculation and collection of all such costs is detailed in the Appendix to these Terms. Such costs shall be paid from Your Plan.

Charges may be made for services performed that are incidental to the holding of investments or for specific events or facilities as described in these Terms. Such costs will be paid from Your Plan.

Any charges applied to transactions in Account investments (such as brokerage charges or stamp duty) must be met within Your Plan. Charges levied by collective investment schemes (such as initial or periodic charges) deducted within the price of such assets are met within Your Plan.

You authorise Us through UBS to deduct from Your Plan Your Agent's fees (a combination of transaction fees and management fees) as notified to UBS by Your Agent. Your Agent should explain to You the effect of such sums being deducted from Your Plan.

If there is insufficient uninvested cash to settle such charges when collected in line with these Terms We reserve the right to impose a charge. If there remains insufficient uninvested cash We reserve the right to liquidate Account investments, at Our absolute discretion and without any duty of investment management, in order to settle outstanding charges or to pay any tax or other liabilities arising in respect of Your Plan.

Other taxes and costs may exist that are not paid through Us or imposed by Us.

13) Termination

You may terminate Your Plan by giving Us written notice and this will be effective upon receipt but will not affect transactions already initiated.

We may terminate Your Plan by giving You written notice which will be effective 30 calendar days after receipt by You.

If at any time it becomes impractical or impossible for You or Us to comply with the Regulations, We may terminate Your Plan immediately and will notify You accordingly in writing. We will also notify You if, by reason of any failure to satisfy the provisions of the Regulations, an ISA has, or will, become void.

Upon termination We will either transfer the Account investments to Your nominated account or sell them and pay the proceeds directly to You. Interest accrued since the last payment date will be paid. We may deduct any charges or other amounts due to Us, any tax liabilities of Your Plan, and any additional expenses incurred in terminating Your Plan.

Your Plan and its tax benefits cease on Your death and will terminate. On receipt of the death certificate and upon instructions from Your duly appointed representatives, confirmed under the grant of probate, We will pay or transfer the proceeds as directed by Your duly appointed representatives, subject to the deductions noted above for other plan terminations. Termination of Your Plan, or these Terms, will be without prejudice to the completion of transactions already initiated.

14) Void ISAs

Your Plan will be managed in accordance with the Regulations which take precedence over Your instructions and these Terms. See also paragraph 8 of section 7 above.

If, by reason of any failure to satisfy the provisions of the Regulations, Your Plan is invalid or is or will become no longer exempt from tax, it will be voided and You will be notified accordingly. Upon voiding, We will either transfer the Account investments or sell them and pay the proceeds to You or as directed by You, subject to deductions as provided in paragraph 4 of section 13 above and to any further requirements of the Regulations in relation to a Plan that is made void.



15) Transfer to a new account manager

Upon receipt of Your instruction, and in accordance with the Regulations, Your ISA can be transferred to another approved manager. You can instruct any combination of the following transfers, with all rights and obligations being transferred to the new manager:

- the whole of Your ISA for the current Tax Year; or
- the whole or any agreed part of Your ISA for any previous Tax Year(s).

We will process such transfer instructions upon receipt, subject to operational requirements necessary for practical implementation of

Your transfer. On receipt of Your instructions, and within the time stipulated by You, We will transfer Your ISA (or part thereof) to the manager specified in Your instructions. However, the time You stipulate may not be less than 10 days.

At Our absolute discretion We will either sell the Account investments after receiving Your instructions and transfer the proceeds to the new manager, or agree with the new manager to transfer the Account investments for re-registration in accordance with its Terms and Conditions. We may deduct from the transfer any sums due to Us.

In the event that You cease to be a customer of UBS, or Your Agent ceases to be approved by UBS for the purpose of giving instructions within the External Asset Manager Programme, We reserve the right to give You notice to transfer Your Plan to another manager.

16) Reports, documentation and voting

If You so request but not otherwise, We will arrange for You to receive copies of the annual reports and accounts published by the companies or funds whose securities are held by You as Account investments at the time of publication. We may debit Your Plan with Our standard charge for making such arrangements.

If You so request and subject to any applicable law or regulation, We will arrange for You to be able to attend any meeting of investors in the companies or funds whose securities are held by You as Account investments at the time the meeting is held, to exercise voting rights and to receive, in addition to reports and accounts, any other information issued to investors. We may debit Your account with Our standard charge for making such arrangements.

Subject to any applicable law or regulation, We may exercise or refrain from exercising any voting rights attaching to Your Account investments unless You have requested that such rights be exercised, either by You or by Us on Your behalf. We must receive any such request sufficiently in advance of the time of the meeting to allow Us to lodge any necessary forms by the time specified for that purpose by the company or fund manager.

Except where voting might be appropriate to secure the qualifying nature of an investment, We will exercise voting rights attaching to Account investments only as directed by You and in accordance with those instructions.

17) Notices, instructions and information for IFDS FS

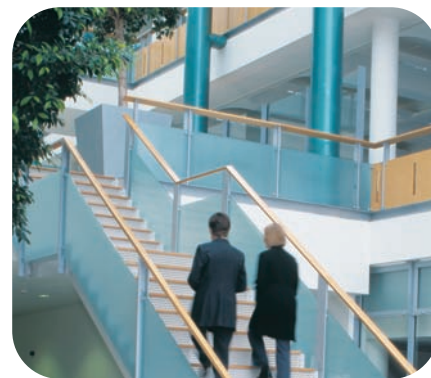
Notices and instructions to Us concerning You or Your Plan should be made in writing and signed by You and may be delivered by post only. Our address for communications is as shown in section 1 above. Instructions concerning Your Account investments will only be accepted if made by Your Agent directly to UBS.

Notices and other documents to be issued to You will be posted to Your last registered address and will be deemed received by You 3 business days after posting. Subject to applicable regulations, all communications to You shall be in English and may be sent electronically.

We are entitled to treat as valid any written or electronic instructions purportedly given by You or on Your behalf notwithstanding any wrongdoing or defect in the authority of another person, unless that other person is an employee of IFDS Financial Services Limited.

You must provide Us with all information that We reasonably request in respect of Your Plan.

As stated above You must inform Us immediately in writing of any change in Your tax status or other material change in Your circumstances.



18) Changes to Terms and Conditions

We may, subject to complying with applicable laws and regulations (including giving You at least 30 calendar days notice) vary and amend these Terms by writing to You.

19) Liability

You indemnify Us against all liabilities incurred by Us in connection with Your Plan, other than liabilities arising as a direct result of Our negligence, wilful default or breach of any provision of the Act, the FSA's rules, the Regulations, or of these Terms. We are liable for Our negligence and wilful default and for any other breach by Us of any provision of the Act, the FSA's rules, the Regulations or of these Terms.

We are not liable for any indirect or consequential losses nor for any loss caused by a fall in value of Your Account investments; You accept that You may not realise the amount of Your Subscriptions. We accept no responsibility for Your ISA set up with Us or transferred to Us, until cleared funds are received

by Us or transferred investments are satisfactorily registered in Our name, nor for any loss or delay in relation to the payment or transfer of funds or investments to Us.

Investment products, including ISAs are generally designed and viewed by HMRC as longer term investments. We accept no responsibility for any losses You may incur as a result of HMRC voiding Your Plan on the grounds of it being used for short-term or excessive trading in Account investments.

20) Data protection

For the purposes of the Data Protection Act 1998 ('DPA'), We are the data controller of information You provide for the purpose of any application and will use, analyse and assess such personal information to administer and manage Your Plan, including complying with legal and regulatory obligations, and may use Our agents to process Your personal information on Our behalf for these purposes.

The personal information You provide may be processed by Us at locations outside of the EEA, which may involve the transfer of data by electronic media including the internet. Where Your data is transferred outside of the UK, We will ensure the recipient agrees to keep Your information confidential and hold it securely in accordance with the requirements of the DPA.

Should You be or become resident outside the UK for tax purposes, under certain conditions and in order to comply with the European Savings Directive, We may be required to pass information to HMRC regarding Your investment and any interest paid.

We may share Your personal information with UBS for the purposes of servicing Your Plan. We may also share Your personal

information with Your Agent or other person that You nominate and for whom You have supplied Us with evidence of authority to act on Your behalf until such time as You notify Us in writing that such authority is withdrawn.

21) Money laundering

To comply with money laundering regulations, We may require You to supply evidence of identity, address and source of funds and may validate this data against public or private databases to which We have access. We will retain a record of any such validation.

22) Enquiries, complaints and compensation

If You would like further information about Us or Our services then please contact Us at the address given in section 1 above.

We have established written procedures in accordance with FSA rules for the consideration of complaints, a copy of which can be supplied on request. If You are not satisfied with any aspect of Our service then please contact Our Complaints Department at the address given in section 1 above. If We cannot settle Your complaint to Your satisfaction, You may refer it to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint will not prejudice Your right to take legal proceedings.

We are covered by the Financial Services Compensation Scheme (the 'Scheme').

You may be entitled to compensation from the Scheme if You are an eligible complainant who suffers loss for which We are liable and We cannot meet Our obligations.

This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 of a claim, giving a maximum compensation of £48,000.

If You require further information about compensation arrangements, You may contact Us or You may contact the Scheme directly at:

The Financial Services
Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 0207 892 7300



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