



WealthKernel

WEALTHKERNEL CLIENT RETAIL TERMS AND CONDITIONS

SCHEDULE 1 WEALTHKERNEL CLIENT RETAIL TERMS AND CONDITIONS.

An explanation of the relationship between WealthKernel and you.

You have a relationship with WealthKernel because you have an account with Nosso Limited.

1. RELATIONSHIP WITH WEALTHKERNEL

- 1.1 We have entered into an agreement (**WealthKernel Agreement**) with WealthKernel Ltd. Company number 09686970, registered office 41 Luke Street, London, United Kingdom, EC2A 4DP (**WealthKernel**), on behalf of ourselves and each of our customers (**Customers**) whereby WealthKernel has agreed to provide clearing and settlement, safe custody and associated services for our Customers (**Customers**) to use and safe custody services. WealthKernel may also provide additional services such as investment dealing services as we may from time to time agree with WealthKernel.
- 1.2 The WealthKernel Agreement covers us and you as one of our Customers. When you become a Customer by signing our application form, you will also accept and be bound by the terms of the WealthKernel Agreement. It is important for you to understand that this means you will be both our Customer and also a Customer of WealthKernel.
- 1.3 WealthKernel is authorised and regulated by the Financial Conduct Authority (**FCA**) which is at 12 Endeavour Square, London E20 1JN. Its Firm Reference Number is 723719
- 1.4 In consideration of WealthKernel making their services available to you, you agree that:
 1. we are authorised to enter into the WealthKernel Agreement on your behalf as your agent;
 2. you are bound by the terms of the WealthKernel Agreement as summarised in this Schedule and acknowledge that the WealthKernel Agreement constitutes a contract between you and ourselves and also between you and WealthKernel;
 3. we are authorised to give instructions to WealthKernel on your behalf and to provide information concerning you to WealthKernel and WealthKernel shall be entitled to rely on any such instructions or information without further enquiry;
 4. WealthKernel is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to WealthKernel.
- 1.5 WealthKernel will not provide you with investment advice nor give you advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any

transaction or order and relies on information provided to it by us in respect of all such matters. In the same way we are not responsible for WealthKernel's actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

2. COMMUNICATION AND INSTRUCTIONS

- 2.1 WealthKernel shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been made relating to instructions, (including such further mandate and/or indemnities as Wealthkernel may require). Unless we notify WealthKernel in good time in writing to the contrary to prevent the processing of any instructions, WealthKernel shall be entitled to rely upon and act in accordance with any instruction which WealthKernel believes in good faith to have been given by us or our agents on your behalf. WealthKernel reserves the right to take such action as it considers appropriate, in accordance with our agreement with them. WealthKernel will not be required to verify or clarify any instruction received unless they believe they need to. WealthKernel will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside WealthKernel's reasonable control.
- 2.2 WealthKernel may, in its absolute discretion, refuse to accept any order or other instruction for your account(s) held through us. WealthKernel will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA.
- 2.3 You should direct all enquiries regarding your account to us and not to WealthKernel.
- 2.4 Any communications (whether written, oral, electronic or otherwise) between you, us and/or WealthKernel shall be in English.

3. WEALTHKERNEL SERVICES

- 3.1 We are the agent of each Customer in its dealings with WealthKernel. Under this WealthKernel Agreement, WealthKernel has a direct contractual relationship with the Customer for the provision of custody and trading services, and investment management services (**Services**).
- 3.2 These Services depend on you retaining us. However, should your relationship with us end for reasons outside your control, we will ensure that investments made using the Services are protected, and contact you regarding next steps. We will use your name and contact details (in particular, your telephone number, email and/or postal address) for this purpose. This means we will process this personal information about you to this end. For further details about processing of your personal information, please see WealthKernel Fair Processing Notice available at www.wealthkernel.com.
- 3.3 Neither WealthKernel nor its employees are qualified to give legal, tax or accounting advice or to prepare any legal, tax or accounting documents. WealthKernel is not

responsible for dealing with any of the above matters when you use the Services.

- 3.4 Any fee charged for a service provided by us is in addition to the fee for the services provided by WealthKernel.
- 3.5 We do not hold out WealthKernel as providing any services to the Customer except Trading and Custody and investment management services, directly to any Customer. All communications, irrespective of the service with the Customers will be our responsibility. However, WealthKernel reserves the right to contact any Customer directly and obtain instructions or information from them if WealthKernel reasonably determines, in good faith, that such action is necessary to protect the interests of one or more customers, us or WealthKernel.
- 3.6 We are the duly authorised agent of each Customer and as agent for each Customer agrees that, upon the opening of an account for a Customer by WealthKernel the Customer concerned will become subject to the terms of this WealthKernel Agreement.

4. CONTRIBUTIONS INTO YOUR ACCOUNT

- 4.1 Contributions into your account can be made by bank transfer, direct debit, or any other method we may advise you from time to time. It is not accepted credit or prepaid cards as payment methods.
- 4.2 WealthKernel will only accept payments in GBP from a UK bank account or a provider regulated and authorised to accept deposits or make payment under the Payment Services Regulations 2017 as amended from time to time ("**Payment Services Regulations**").
- 4.3 When determining whether to accept a payment, in accordance with our legal and regulatory obligations, particularly those relating to money laundering and counter terrorist funding, WealthKernel reserves the right to reject any payments.
- 4.4 You agree and acknowledge that WealthKernel reserves the right in respect of any payment to a WealthKernel account to:
1. Impose a minimum amount, maximum amount and frequency for direct debit payment instructions or other payment facility which can vary from time to time;
 2. Suspend the operation of the mandate or collection of payments;
 3. Withdraw the direct debit service or other payment service to your account.
- 4.5 When you make a payment by direct debit, your payment will be processed by an authorised third party that is subject to the Payment Services Regulations. These payments typically take 3 business days to reach us (with a maximum of 7 business days), during which time the money is held by the relevant authorised service provider in an

account protected by the relevant regulations.

4.6 If a direct debit payment is cancelled or rejected after the monies have been received, the payment will be returned and the monies removed from your account or portfolio. This may require the sale of investments to the value of the original payment.

4.7 All notices and communications with respect to this Clause shall be in writing by email to directdebits@wealthkernel.com.

5. CUSTODY

5.1 WealthKernel will register your investments in the name of its nominee specified in the WealthKernel Agreement. The nominee will hold onto your investments on your behalf and you will be their beneficial owner.

5.2 All investments held in custody will be pooled and allocated between Customers in accordance with the FCA Rules in particular the FCA custody rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuers register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering your investments, you may not receive your full entitlement and you may share in any shortfall on a pro rata basis with other Customers. If you need more information on this please let us know.

5.3 WealthKernel will be responsible for receiving and claiming dividends and interest payments to be credited to your account held through us. WealthKernel will also credit any other payments received for your interest to your accounts with us. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by WealthKernel and/or the payee in accordance with applicable legal or regulatory requirements. WealthKernel will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses WealthKernel may incur in receiving and claiming dividends, interest payments and any other payments. WealthKernel, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so if we ask them to.

5.4 WealthKernel shall not be responsible for informing you or us of any Corporate Actions or events concerning investments held in custody including take-over offers, capital reorganisations, company meetings, conversion or subscription rights but will nevertheless do so, so far as reasonably practicable. WealthKernel shall be entitled to apply a default response, as determined in its reasonable discretion, to Corporate Actions.

5.5 We may liquidate your investments and pay the money to charity, in accordance with the FCA Rules, if we do not hear from you in relation to your investments for at least twelve

years. Where we have done so we undertake to pay you a sum equal to the value of the asset at the time it was liquidated or paid away, should you claim an asset in the future.

- 5.6 WealthKernel may appoint agents, nominees and custodians (whether in the United Kingdom or overseas), to hold investments held in custody. WealthKernel may also appoint sub-custodians (including sub-custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as WealthKernel considers appropriate.
- 5.7 WealthKernel will exercise due skill, care and diligence in the selection of agents, nominees and custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. WealthKernel may from time to time notify us of its arrangements for holding securities in its own name or the name of its nominees and by accepting the terms of the WealthKernel Agreement as summarised in this document, you agree that any such arrangements as so notified shall be binding on you. WealthKernel will be responsible for the acts and omissions of its nominee, however, in the absence of its fraud or wilful default, WealthKernel shall not be responsible for the default of any agents, nominees and custodians, securities depository, intermediate broker, clearing or settlement system or participant in such a system. In the case of any investments held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of investments.
- 5.8 If you make investments overseas your investments might be held by an overseas sub-custodian appointed by us. If this is the case your investments might be registered in our name or the name of the overseas sub-custodian. Before this occurs we will take reasonable steps to determine that it is in your best interests for this to happen and that it is not practical for us to do otherwise, because of the nature of applicable law or market practice. When taking these steps we will make adequate investigations of the overseas jurisdiction by reference to local sources.
- 5.9 We will only allow your investments to be held by an overseas sub-custodian in an overseas jurisdiction that regulates and supervises the safekeeping of investments for another person who is subject to such regulation and supervision.
- 5.10 We will not allow your investments to be held by an overseas sub-custodian in a country that does not regulate the safekeeping of investments, unless the nature of your investments or the investment services connected with them are such that it requires they be held in that country.

6. CLIENT MONEY

- 6.1 Any identifiable money (in any currency) received by WealthKernel for the account of any Customer (**Client Money**) will be received and held by WealthKernel in accordance with the FCA Rules detailed in the Client Asset Sourcebook agreed between them and us. Your

Client Money (unless the we instruct WealthKernel to pay such money into an individual client account) will be pooled with Client Money belonging to our other Customers and will be held in an omnibus Client Money account with an approved banking institution, appointed by WealthKernel in accordance with the FCA Rules (**Approved Bank**).

- 6.2 In the event of an irreconcilable shortfall in the omnibus Client Money account following a default of an Approved Bank or any third party holding Client Money (such as a clearing house, settlement or money transfer system) you may not receive your full entitlement and may share in any shortfall on a pro rata basis with other affected Customers. It will be our responsibility to bring these arrangements to your attention.
- 6.3 WealthKernel may, from time to time, hold Client Money in a Customer bank account with an Approved Bank outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to the Approved Bank with which that money is held may be different from that of the United Kingdom and, in the event of a default of the Approved Bank, such money may be treated differently from the position that would apply if the money was held by an Approved Bank in the United Kingdom and the rights and protections under the FCA rules will not be available to you in respect of these overseas Approved Banks. It will be our responsibility to bring these arrangements to your attention.
- 6.4 WealthKernel does not pay interest on Client Money.
- 6.5 You agree that WealthKernel will cease to treat as Client Money any unclaimed balances after a period of six years and WealthKernel has otherwise taken reasonable steps to trace you and return any balance to you and paid the sums to charity. WealthKernel will nevertheless make good any subsequent valid claim against such balances.
- 6.6 WealthKernel may also appoint agents, sub-nominees and sub-custodians (whether in the United Kingdom or overseas), to hold investments held in custody. WealthKernel will exercise reasonable care in the selection of agents, sub-nominees and sub-custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. WealthKernel will be responsible for the acts and omissions of its nominee, however, in the absence of its fraud or wilful default, WealthKernel shall not be responsible for the acts, omissions or default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system or third party bank. In the case of any securities held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of securities.
- 6.7 In the event of our insolvency your money, by virtue of having been separated from our assets and held in a client bank account, will not be available to our creditors. However, should a third party with whom your money has been deposited default the following may happen:

1. UK bank accounts: If your money has been deposited in a UK bank account it will typically be held in a pooled account with other client's money. If the third party bank defaults and there is a shortfall that cannot be met, then you may have to share in the loss according to the proportion of the funds attributable to you in the pooled account.
 2. Non-UK bank accounts: If your money has been deposited in a non-UK bank account you face the same risk of loss as you would for a UK bank account. Additionally the laws of that country might be different from the laws and regulations in the UK. Your money might be less secure and might be treated differently than it would have been treated if it had been held in a UK bank account.
 3. Other third parties: If your money has been passed on to another third party there is a risk that you could suffer financial loss if that third party defaults. These third parties will not always be able to keep your money separate from their money. This means that if they become insolvent we will only have an unsecured claim against them on your behalf. This means that they might not be able to pay us enough money to cover all of our clients unsecured claims.
- 6.8 WealthKernel reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Wealthkernel for your account.
- 6.9 We will notify you as soon as possible should your account balance fall to the point where the charges are greater than the credits.
- 7. EXECUTION-ONLY SERVICE**
- 7.1 WealthKernel will provide a service with investment options on a non-advised basis. WealthKernel does not therefore check whether investments you select are suitable or appropriate for you.
- 7.2 You do not, therefore, benefit from the protection of the rules on assessing appropriateness. You must ensure together with us that any investments you make are appropriate investments for you.
- 8. EXECUTING TRANSACTIONS**
- 8.1 When providing the Services, WealthKernel will use its best efforts, in accordance with its Best Execution Policy. For an explanation of how transactions are executed on your behalf, please see WealthKernel's Best Execution Policy, www.wealthkernel.com located in WealthKernel's website.
- 8.2 This sets out how WealthKernel ensures that, when executing transactions on your behalf, all sufficient steps are taken to obtain the best possible result for you on a consistent basis, taking into account relevant factors, including: price, cost, speed,

likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of your order.

8.3 Please note that WealthKernel needs to comply with the rules and regulations of the relevant investment markets and exchanges. As such, by agreeing to these Terms, you authorise WealthKernel to take all steps that may be required or permitted by these relevant markets or exchanges, as well as to generally act in accordance with good market practice.

8.4 Furthermore, you confirm that:

1. If you have orders that may be executed outside a trading venue, WealthKernel will inform you accordingly through us and you expressly consent to us proceeding with executing these orders;
2. In relation to client limit orders, confirm that WealthKernel has your express instruction not to take measures to facilitate the earliest possible execution of any unexecuted orders in a manner that is easily accessible to other market participants; and
3. WealthKernel may aggregate your order with those of other clients. Whilst we will act fairly, the effect of this aggregation may work to your disadvantage in relation to a particular order.

9. VOTING RIGHTS

9.1 In providing our Services to you WealthKernel may decide at its discretion whether to procure the exercise of any voting rights attaching to your investments.

9.2 WealthKernel shall be entitled to exercise such rights at its own discretion, providing that WealthKernel is in compliance with its conflicts of interest policy.

10. DIVIDENDS

10.1 We will not credit any dividends under 0.01 GBP. If the dividend amount is less than 0.005 GBP it will be rounded down, otherwise it will be rounded up.

10.2 Dividends will become due and payable from WealthKernel once it has received them from its sub-custodian and, if required, converted them into GBP. Once the dividend is in GBP, it will be paid into your portfolio within one day (other than a Saturday or a Sunday) on which banks in London are open for general business.

11. SECURITY

11.1 As continuing security for the performance of your obligations pursuant to the terms of the WealthKernel Agreement including, without limit, the payment of all sums due to WealthKernel by you, or through your Account held through us, you agree to grant

WealthKernel to the extent permitted under applicable law:

1. a right over all investments held for your account from time to time in respect of which title has been transferred to WealthKernel its agents, nominees and custodians;
 2. a right over all certificates or documents of title relating to investments held from time to time for your account by or to the order of WealthKernel;
 3. a right over your rights in respect of any investments which are held by WealthKernel (or to its order) for your account;
 4. a pledge, lien and right of set-off over and in respect of, all and any investments, documents of title to property, documents representing property and all money, investments and other assets of any nature held by or subject to the control of WealthKernel (its nominees and custodians) for the your account (including, without limitation, the benefit of all contractual rights and obligations and any proceeds of sale), (together, the "Charges") to recover its costs, charges and any other sums incurred in relation to the services it provides under the WealthKernel Agreement that has not been recovered as provided for in the WealthKernel Agreement from you, including as appropriate to realise sell, charge, pledge, deposit, borrow against or otherwise deal the cash or assets within your Account held through us to meet those costs charges and other sums.
- 11.2 WealthKernel shall have, to the greatest extent permitted by law and the FCA Rules, all of the rights of a secured party with respect to any money or other assets charged to it and you confirm that you will, at the request of WealthKernel, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints WealthKernel as their attorney to take any such action on their behalf.
- 11.3 You represent and warrant to WealthKernel that you are the sole and beneficial owner of all money, investments or other assets of any nature transferred to or held by WealthKernel their nominees and custodians or the same are transferred to or held by WealthKernel their nominees and custodians with the legal and beneficial owner's unconditional consent and, in any event, are and will be transferred to or held by WealthKernel their nominees and custodians free and clear of any lien, charge or other encumbrance and that you will not charge, assign or otherwise dispose of or create any interest therein.
- 11.4 Provided WealthKernel has not been negligent, fraudulent or wilful default, WealthKernel shall have no liability to you for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you in consequence of any exercise by WealthKernel of any right or remedy under this Clause and any purchase, sale, or other transaction or action that may be undertaken by WealthKernel shall be at such price and on such terms as WealthKernel shall, in its

absolute discretion, determine.

11.5 In exercising any right or remedy pursuant to this Clause, WealthKernel is authorised to combine accounts, effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of, you, at such rates and in such manner as WealthKernel may, in its absolute discretion, determine.

11.6 No third party shall be required to enquire as to the validity of the exercise by WealthKernel of its powers under this Clause.

12. LIABILITY

12.1 Neither WealthKernel, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by WealthKernel of its services, save that nothing in the terms set out in this Schedule exclude or restrict any liability of WealthKernel resulting from:

1. death or personal injury;
2. breach of any obligation owed to you under the regulatory system; or
3. the negligence, fraud or wilful default of WealthKernel.

12.2 WealthKernel shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by WealthKernel negligence and/or breach of contract and even if such loss was reasonably foreseeable or WealthKernel had been advised of the possibility of the Customer incurring the same.

12.3 In particular, WealthKernel is not liable for

1. any delays in the Services, including the execution of Instructions or settlement of orders, or for market movements between the time that an Instruction was placed and the time it was executed;
2. any loss or failure to provide the Services, caused by any event outside its reasonable control, including unavailability of the Services caused by disruption to or failure of market infrastructure, communications networks or technology systems.

13. CONFLICTS OF INTEREST

13.1 WealthKernel or its associates may provide services or enter into bargains in relation to which WealthKernel, or its associates, has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. WealthKernel or any of its associates may, for example:

1. for its interests be the counterparty to a transaction that is executed by WealthKernel (whether or not involving a mark-up or a mark-down by WealthKernel or its associates);
 2. be the financial adviser to the issuer of the investment to which any instructions relate;
 3. for its interests have a (long or a short) position in the investments to which any of your instructions relate; or
 4. for its interests be connected to the issuer of the investment to which any instructions relate.
- 13.2 WealthKernel may receive remuneration from fund managers or Approved Banks in connection with WealthKernel providing services to them. These payments are calculated by reference to the agreement WealthKernel has with that person. If that means there will be a deduction in the value of the account held by you through us, that deduction will be disclosed to you as set out in the FCA's then current rules.
- 13.3 WealthKernel has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to pay due regard to the interests of their Customers, treat them fairly and manage conflicts of interest fairly, both between themselves and their Customers and between different Customers.
- 13.4 You acknowledge that neither WealthKernel nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above, except as set out in the FCA's then current rules.

14. COMPLAINTS

- 14.1 In the event of any complaint regarding WealthKernel's services you should contact us in writing by email to complaints@wealthkernel.com and we will handle your complaint for you.
- 14.2 We will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating we will write to you detailing the results of the investigation and offering, where appropriate, redress.
- 14.3 WealthKernel will consider a complaint to be closed in any of the following circumstances:
- (a) If at any time a complainant has accepted in writing an offer of redress or has written to WealthKernel confirming that he/she is satisfied with WealthKernel's response to the complaint (or simply confirms in writing that he/she wishes to withdraw the complaint). The Head of Compliance will write to the complainant acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or

- (b) If you have not replied to an initial or interim letter offering redress having been invited to do so within eight weeks of the date of the letter and such offer of redress has been made, or set aside for you to claim if it cannot be made because you have not replied.

15. FEES

- 15.1 WealthKernel does not charge you directly for their Services, rather they provide their services on the basis that we pay their fees on your behalf from your account held with us. To see more information about your account fees (which include those of WealthKernel), please read the explanation of our charging structure. Please note that it is possible that taxes or costs may exist in addition to those which we pay or impose.
- 15.2 In the event of non-payment or late payment of fees, you agree that we may use, sell, retain or set-off assets held by us on your behalf. We will only exercise this right if we have asked your Introducer for payment in writing and the sum is outstanding for 30 calendar days from the date of our request.

16. INVESTOR COMPENSATION

- 16.1 WealthKernel is authorised by the FCA and as appropriate this may give you certain rights under the UK Financial Services Compensation Scheme. Depending on the type of business and your circumstances, the happening of certain events compensation may be available from that scheme if WealthKernel cannot meet its obligations to you. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

17. TERMINATION

- 17.1 If we give notice that we will close your account with us your relationship with WealthKernel ends at the date of closure of your account.
- 17.2 If for whatever reason WealthKernel and our relationship ends, we will tell you if we have
1. made arrangements with another service provider, and we will tell you what that means to you
 2. will close your account and tell you what that means to you
- in either case your rights will be similar to the rights set out in the main agreement between us and you.
- 17.3 If WealthKernel need to end our relationship with us in respect of an account or accounts held by you through us we will
1. make arrangements with another service provider, and we will tell you what that means to you

2. will suspend or close your account and tell you what that means to you;

in either case your rights will be similar to the rights set out in the main agreement between us and you.

18. GENERAL

18.1 WealthKernel's obligations to you shall be limited to those set out in this Schedule and WealthKernel shall, in particular, not owe any wider duties of a fiduciary or any other nature to you.

18.2 WealthKernel are required to and will observe and apply the requirements of the law of England applicable to the provision of their services under the WealthKernel Agreement as more particularly agreed between them and us in that agreement.

18.3 No person other than you, us and your legal representatives shall be entitled to enforce these terms set out in this Schedule in any circumstances.

18.4 Any failure by WealthKernel (whether continued or not) to insist upon strict compliance with any of the Terms set out this Schedule shall not constitute nor be deemed to constitute a waiver by WealthKernel of any of its rights or remedies.

18.5 These Terms set out in this Schedule shall be governed by English law and you hereby irrevocably submit for the benefit of WealthKernel to the non-exclusive jurisdiction of the courts of England and Wales.