

Terms and Conditions for Investment Services



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1. INTRODUCTION

- 1.1 You should carefully read both these Terms and the Fee Tariff before you complete the Application Documents. By signing the Application Documents, you confirm that you agree to these Terms. You should retain a copy of these Terms and the Fee Tariff for future reference.
- 1.2 **There are several risks involved in any investment. Please take time to read Schedule 1, which contains information on some of the general risks of investing. Your Relationship Manager or designated Investment Professional will discuss these and other risks with you.**
- 1.3 As part of the account-opening procedures you indicate which Service(s) you require. You also have the opportunity to state limits and requirements that you wish us to observe. Where we provide our Discretionary Investment Management Service or our Offshore Advisory Service we will also provide our Custody Service in respect of your Investment Account unless, in exceptional circumstances, other custody arrangements are mutually agreed. Our Dealing Service is provided in connection with the Offshore Advisory Service or if you purchase Trade Execution Investments while receiving our other Services under these Terms. We will record the assets and cash which are the subject of the Portfolio Consulting and Manager Research Service in a separate Investment Portfolio which is distinct from the Investment Account we maintain for the other Services under these Terms.
- 1.4 For ease of reference, the terms governing the Services are arranged into the following parts. Part A - Service Specific Terms sets out terms which are unique to the relevant Service described in the heading of each clause in that part. Part B – Common Service Terms deals with the terms that generally pertain to transactions carried out in your Investment Account, Client Money and withdrawals from your Investment Account as well as other terms which are common to the Services we provide. Part C - General Terms and Conditions provides the main contractual terms which govern our relationship with you.
- 1.5 If at any time you wish to change the Services we provide, or any of the limits and requirements you impose, you should contact us in one of the ways referred to in Clause 35.5 of these Terms. We reserve the right to ask you for additional information to that provided in the account-opening procedure at any time in order to provide our Services. We rely on information you provide to us in response to such requests or in the account-opening documents when providing you with our Services.
- 1.6 Where we merely explain the term of an investment product or its performance characteristics, this does not in and of itself constitute advice on the merits of a transaction in the investment product.
- 1.7 You should note that:
 - (a) the Services may not be available to clients

resident in certain jurisdictions. For example, we do not provide the Services to residents of Canada or the USA and should you engage us whilst residing overseas and subsequently relocate to either Canada or the USA or any other jurisdiction in which the Service is not available, then we will be unable to continue to provide the Service to you. This may result in you having to liquidate some or all of your portfolio; and

- (b) the Company has also appointed Associates in the United Kingdom and in the Channel Islands to provide administrative support in the provision of certain Services. Your information may be provided from time to time by the Company to its appointees in order to facilitate the provision of Services to you.

2. DEFINITIONS

- 2.1 In these Terms, the terms set out below shall have the following meanings unless the context requires otherwise:
 - (a) **“Agreement”** means the Application Documents, the Client Investment Profile Form, the Fee Tariff, and these Terms which we may change in the future in accordance with these Terms;
 - (b) **“Anti-Money Laundering Legislation”** means all legislation, codes of practice and regulations in force in Jersey in connection with the prevention of anti-money laundering, countering the financing of terrorism, or combating any other criminal activity;
 - (c) **“Application Documents”** means the Investment Services Agreement and/or other documents completed and signed by you to apply for provision of the Service to you and by which you agree that the Service will be provided to you in accordance with these Terms;
 - (d) **“Associate”** means in relation to any body corporate, any holding body or subsidiary of that body corporate or any body corporate which is a subsidiary of any such holding body;
 - (e) **“Authorised Person”** means a person authorised by you, using an Authorised Person Form (or similar written authorisation), to receive information from us in connection with the provision of the Service to you or to otherwise correspond with us about the Service provided to you;
 - (f) **“Authorised Person Form”** means the form entitled “Authorisation to Accept Instructions from a Third Party form” (or a document by any other name but fulfilling the same purpose) completed and signed by you;
 - (g) **“Base Currency”** means the currency specified by you in your Client Investment Profile Form,

- which we should use when preparing asset listings, valuations and reports in respect of your Investment Account;
- (h) **“Business Day”** means a day (other than a public holiday or Saturday or Sunday) on which banks are open for normal business in Jersey;
- (i) **“Chosen Investment”** means any investment which we have recommended to you and which you have elected to make;
- (j) **“Client Investment Profile Form”** means the form entitled “Client Investment Profile Questionnaire” or any other similar written notification to us, which is completed by you and provided to us and sets out your information concerning your circumstances (both financial and otherwise) and investment objectives and other general instructions of yours (if any) in relation to the Service;
- (k) **“Client Money”** means cash which we owe to you (which is immediately due and payable without the need for you to demand such payment) or which we hold or receive in respect of this Agreement with you (which is either: (i) not immediately due and payable on demand to us for our own account; or (ii) if it is so due and payable, is held or received in respect of any obligation of ours which we have not yet performed);
- (l) **“Client Objectives”** means from time to time your objectives as determined by us, based upon the information and instructions in the most recent Client Investment Profile Form that you have provided to us and other information available to us in relation to you;
- (m) **“Communication”** has the meaning given to it in Clause 35.5 of these Terms;
- (n) **“Company”** means RBC Investment Solutions (CI) Limited, a company registered in Jersey and having its registered office at Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE2 3QT;
- (o) **“Custody Service”** means the custody service we may provide you with as described in Clause 7 of these Terms;
- (p) **“Data Protection Laws”** means the Data Protection (Jersey) Law 2005;
- (q) **“Data Protection Officer”** means the person appointed to this role by us at our office in Jersey;
- (r) **“Dealing Service”** means the dealing service we may provide you with as described in Clause 6 of these Terms;
- (s) **“Designated Account”** has the meaning given to it in Clause 10.1 of these Terms;
- (t) **“Discretionary Investment”** means any investment which we have selected for you under our Discretionary Investment Management Service;
- (u) **“Discretionary Investment Management Service”** means the discretionary investment management service we may provide you with as described in Clause 3 of these Terms;
- (v) **“EU”** means the European Union;
- (w) **“Fee Tariff”** means the schedule (or schedules) setting out our tariffs of fees and charges in respect of the relevant Service (each a “Fee Tariff” and together “the Fee Tariffs”) as the case may be and as may be updated from time to time;
- (x) **“Investment Account”** means the account in which we record the assets and cash held for you in safe custody by us (or sub-custodians), which we designate for the relevant Service;
- (y) **“Investment Portfolio”** means the assets and cash initially detailed in the Application Documents, any addendum or attachment to the Application Documents or as we may subsequently agree with you in writing in connection with the Portfolio Consulting Group Service.
- (z) **“Monitoring Service”** means the monitoring service we may provide you with as described in Clause 5 of these Terms;
- (aa) **“Offshore Advisory Service”** means the advisory service we may provide you with as described in Clause 4 of these Terms;
- (bb) **“Portfolio Consulting Group Service”** means the portfolio consulting group service we may provide you with as described in Clause 8 of these Terms;
- (cc) **“Proper Instructions”** means written or facsimiled instructions in respect of any of the matters referred to in these Terms authorised or signed or purported to be authorised or signed by you or such person as you shall from time to time have authorised in accordance with Clause 16 of these Terms to give the particular class of instruction in question. In instances agreed by us, we may also act pursuant to instructions by telephone or email given or purported to be given by you. Such telephone or email instructions shall be deemed to be proper instructions authorised by you;
- (dd) **“Quarter Date”** means the last Business Day of March, June, September and December of each year;
- (ee) **“RBC”** means the Company and any company which is an Associate of the Company;
- (ff) **“Report”** means the report referred to in Clause 12 of these Terms;
- (gg) the **“Service”** means the Offshore Advisory Service, the Discretionary Investment Management Service or the Portfolio Consulting Group Service, as selected by you in the Application Documents, and will include in the

case of the Offshore Advisory Service and the Discretionary Investment Management Service, the ancillary Monitoring Service, Dealing Service and Custody Service, as applicable to such Service;

- (hh) **“subsidiary”** and **“holding body”** have the meanings given to them in the Companies (Jersey) Law 1991;
 - (ii) **“sub-custodian”** means any party appointed to keep custody of the assets and cash recorded in the Investment Account in accordance with Clause 7 of these Terms;
 - (jj) **“Trade Execution Investment”** means any investment which we have not recommended to you but which you have elected to make and have instructed us accordingly;
 - (kk) **“these Terms”** means these terms and conditions;
 - (ll) **“White List”** means the list or lists, as amended by us from time to time, of (i) funds; (ii) discretionary investment managers (each of which may or may not be an Associate of the Company) on both of whom initial and periodic due diligence has been and/or is undertaken by us or by an Associate of ours and with whom we have agreed standard fees for the provision of investment services to our clients; and (iii) other issuers and instruments on which we may provide investment advice;
 - (mm) **“we”, “us”** and **“our”** means the Company; and
 - (nn) **“you”** and **“your”** refer to the person(s) named as the “Client” in the Application Documents.
- 2.2 Words in the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case.
- 2.3 References to persons include bodies of persons whether corporate or unincorporated and references to a body corporate or holding body include companies incorporated anywhere in the world.
- 2.4 References to these Terms, any form, agreement or other document include any changes made to such document in the future, including any amendments, supplements or replacements.
- 2.5 References to any law or enactment include that law or enactment as amended or replaced in the future.
- 2.6 Unless otherwise stated, references in these terms to “Clauses” are to clauses of these Terms.
- 2.7 The headings in these Terms are inserted for convenience only and shall not affect the meaning of these Terms.

3. DISCRETIONARY INVESTMENT MANAGEMENT SERVICE

- 3.1 Once we have agreed to provide the Discretionary Investment Management Service to you and received your Client Investment Profile Form, you shall place with us a cash sum (or assets that are acceptable to us) for investment in the Investment Account designated for this Service. The cash (or assets) must meet the minimum sum (or equivalent value) specified by us from time to time as being required for provision of the Discretionary Investment Management Service. Details of the minimum sum for the establishment of a new Investment Account for this Service are set out in the Fee Tariff. If the value of the Investment Account designated for this Service falls below the minimum sum specified we will continue to manage the Investment Account but the minimum fee will apply.
- 3.2 Whilst the sum may be invested by us at our discretion and we may utilise investments of every type including, securities, funds, unit trusts, bonds, money market instruments, swaps, options, futures, deposits or foreign currencies, we will construct your Investment Account designated for the Discretionary Investment Management Service using a limited range of investments depending upon the value of the Investment Account, unless we have agreed with you, in writing, an alternative approach to the management of your Investment Account.
- 3.3 We will manage the Investment Account designated for the Discretionary Investment Management Service on a discretionary basis until the Service is suspended or terminated in accordance with these Terms.
- 3.4 We will have complete discretion in managing your Investment Account designated for the Discretionary Investment Management Service on your behalf, in accordance with your Client Objectives, and in particular:
- (a) there is no limit of amount or proportion of any one investment within your Investment Account, unless you notify us of any restriction or limitation in the current Client Investment Profile Form or otherwise in writing thereafter;
 - (b) we may negotiate and execute documentation required in connection with any transaction;
 - (c) we may buy or sell units in any authorised, recognised or unregulated collective investment schemes, in any jurisdiction, including those which may be operated or managed by or advised by RBC or its Associates;
 - (d) we may purchase shares whose issue or offer for sale may be or may previously have been underwritten, managed or arranged by RBC;
 - (e) we may purchase part paid securities or acquire investments that are not readily realisable;

- (f) we may commit to any obligation to underwrite any issue or offer for sale of investments without restriction on the nature of such investments or the extent of such underwriting, unless you have indicated to the contrary or provided guidelines in this respect in the Client Investment Profile Form;
- (g) the purchase of securities will be funded from your cash accounts established and maintained by us as part of the Service; and
- (h) we may execute forward contracts on your behalf, unless you have indicated to the contrary in the Client Investment Profile Form.

3.5 On an exceptional basis, you may request and we may agree to accept deals on an execution only basis in respect of Trade Execution Investments. You acknowledge that the dealing service with respect to Trade Execution Investments will be provided by us at your sole risk and the provisions of the Dealing Service which apply to Trade Execution Investments shall apply in relation to such dealing.

3.6 During the continuance of the Agreement, you shall not seek to deal in or otherwise effect transactions in investments comprising the Investment Account designated for the Discretionary Investment Management Service, unless we have given our prior written consent.

4. OFFSHORE ADVISORY SERVICE

- 4.1 Once we have agreed to provide the Offshore Advisory Service to you and received your Client Investment Profile Form, you shall place with us a cash sum (or assets that are acceptable to us) for investment in the Investment Account designated for this Service. The cash (or assets) must meet the minimum sum (or equivalent value) specified by us from time to time as being required for provision of the Offshore Advisory Service. Details of the minimum sum for the establishment of a new Investment Account for this Service are set out in the Fee Tariff. If the value of the Investment Account designated for this Service falls below the minimum sum specified the minimum fee will apply.
- 4.2 We offer investment advice on a limited range of investments including but not necessarily limited to funds (including mutual funds, unit trusts and hedge funds), equities, bonds, fixed income, structured products and other offerings, provided by a limited number of third parties including our Associates.
- 4.3 From time to time we will provide investment advice to you either in writing or verbally.
- 4.4 Where we provide investment advice to you, you may either accept or reject the advice at your sole discretion. You acknowledge that any decision by you concerning an investment of any kind, as a result of investment advice received from us, will be at your sole

risk and we do not accept any responsibility for that decision. Any investment decision that you choose to make or, which is made by someone else on your behalf, will be subject to the terms and conditions or offering documentation applicable to the investment.

- 4.5 In providing the Offshore Advisory Service, it is a prerequisite of ours that:
- (a) all dealing in respect of Chosen Investments must be undertaken via us; and
 - (b) all Chosen Investments and any cash balances are held in custody with us.
- 4.6 Any advice or recommendation given to you by us will be based on:
- (a) the Client Objectives; and
 - (b) any restrictions that you have confirmed to us in writing.
- 4.7 Unless you confirm to us in writing to the contrary, you acknowledge that we shall assume that you do not wish to place any restrictions on our investment advice.

5. MONITORING SERVICE

- 5.1 If you have elected to invest in a Chosen Investment based upon a recommendation received from us, we will use reasonable efforts to monitor the Chosen Investment from time to time. If we become aware of any circumstances which we consider may be of material interest to you in the context of the Chosen Investment, we will notify you accordingly or provide further investment advice regarding the Chosen Investment if we deem it appropriate to do so at that time. In deciding whether or not circumstances may be of material interest to you in respect of a Chosen Investment, we will consider the Client Objectives.
- 5.2 You acknowledge that we do not monitor the Chosen Investments on a continual basis and that we will not be liable for any reasonable omissions in respect of monitoring any Chosen Investment. You may contact us on any Business Day in order to request up to date information regarding any Chosen Investment. We will use reasonable efforts to respond to a request from you for information within a reasonable time.
- 5.3 You acknowledge and accept that we do not monitor the performance of or provide investment advice in respect of Trade Execution Investments.

6. DEALING SERVICE

- 6.1 Unless otherwise agreed in writing, the Dealing Service is only available to you during the hours of 9am to 5pm on Business Days. Deals will be accepted if we have provided investment advice in relation to the Chosen Investments or, where we have agreed to make an exception, on an execution only basis in respect of Trade Execution Investments. If you have applied for our Offshore Advisory Service or our Discretionary Investment Management Service, and you require us to deal in Trade Execution Investments, we may place such investments in a sub-division of the relevant

Investment Account in order to distinguish those investments from Chosen Investments or Discretionary Investments, as applicable.

- 6.2 Dealing instructions will be accepted by us on either a next dealing date or a specified dealing date basis.
- 6.3 If you wish to act upon investment advice from us, or place a deal in respect of Trade Execution Investments, then you will be required to give Proper Instructions to us in accordance with Clause 16 of these Terms. Following receipt of such instructions from you, and subject to sufficient cash or relevant investments being held in the Investment Account and to satisfactory completion of our internal procedures, we will arrange for the deal to be placed, acting as your agent, with a broker or dealer that has been approved by us in accordance with our broker selection policy. Dealing requests from you with respect to units in a fund will be completed by us directly with the fund manager or administrator.
- 6.4 When we receive Proper Instructions from you, we will effect or arrange the execution of your instruction as soon as reasonably practicable in the circumstances, unless we determine, at our absolute discretion, that execution of such instruction would contravene the laws of any jurisdiction or postponement is in your best interests. However in accepting any dealing order from you, we do not represent or warrant that it is possible to execute your dealing, or that the execution of your dealing order will be possible, within the terms of your instruction (whether as to price or size of the deal, as to any other condition).
- 6.5 If you give us a limit order (that is, an order to buy or sell at a specified price limit or better, and/or for a specified size) and the order is not immediately executed under prevailing market conditions, you are deemed to have instructed us not to make the order public immediately unless we, or our agents, consider that it is in your best interest to do so.
- 6.6 Contract notes in respect of each purchase or sale of Chosen Investments and Trade Execution Investments will be dispatched to you whenever such activity occurs. All deals in relation to Chosen Investments will be deemed to have been executed on an advisory basis and all deals in relation to Trade Execution Investments will be made on an execution only basis. You represent and warrant to us that you will verify the correctness of each contract note received from us and undertake to notify us within three Business Days of the receipt of the contract note of any alleged errors or discrepancies in respect of the trade to which the contract note relates.

7. CUSTODY SERVICE

- 7.1 We may, acting as your agent, appoint sub-custodians to keep custody of investments and cash comprised in the Investment Account for you and such sub-custodians may appoint further sub-custodians with the power to delegate. All such sub-custodians may be located in Jersey or elsewhere.

- 7.2 Whilst we will exercise reasonable care in the selection of sub-custodians that we appoint for you, we shall not be liable for any acts or omissions by, or the insolvency of, any sub-custodian. Furthermore, we shall not be liable for any acts or omissions by, or the insolvency of, any investment depository, clearing house or other agent appointed in connection with custody of the investments and cash held in connection with the relevant Service.
- 7.3 Registrable investments comprised in your Investment Account shall be held in safe custody by a sub-custodian appointed in accordance with Clause 7.1 and shall be registered in our name, the name of our nominee or a sub-custodian appointed in accordance with Clause 7.1.
- 7.4 Non-registrable investments, and all documents of title and certificates evidencing title to the investments comprised in the Investment Account, shall be held in safe custody by a sub-custodian appointed in accordance with Clause 7.1.
- 7.5 Voting or other rights relating to or otherwise conferred by any Discretionary Investment held in the Investment Account will only be caused to be exercised or otherwise by us in circumstances when we shall in our absolute discretion regard it as being necessary to protect the Discretionary Investments.
- 7.6 If we become aware of any voting or other rights relating to or otherwise conferred by any of the Chosen Investments and/or Trade Execution Investments held in the Investment Account, we shall use reasonable efforts to inform you of them and seek instructions from you as to what action, if any, you wish us to take. We shall not have any responsibility to exercise any vote or other right unless we receive Proper Instructions and agree to act upon such Proper Instructions. We shall not be responsible or liable to you:
- (a) for failure to notify you of any voting or other rights attaching to any investments held in the Investment Account; or
 - (b) as a result of our exercise or failure to exercise any such voting or other rights, except to the extent that the same arises from our fraud, wilful misconduct or gross negligence.
- 7.7 We shall have the right, in our absolute discretion, to refuse to accept delivery of any assets, without giving any reason, and we will not enter into correspondence in these circumstances. The circumstances in which we might refuse to accept delivery of assets include, but are not limited to, when in our opinion:
- (a) the assets are nil or partly paid, may involve us in any liability (contingent or otherwise) or are otherwise of an onerous nature; or
 - (b) Proper Instructions have not been received; or
 - (c) the assets are of a type or classification that we are not prepared to hold in custody for you.
- 7.8 You acknowledge that investments held in or through any clearing house or securities depository shall be held subject to the rules of the clearing house or securities depository concerned. In such circumstances, where the investment is not evidenced by an underlying document of title, you may have a contractual claim against the clearing house or securities depository, rather than a right to the actual investment.
- 7.9 We shall be under no obligation to maintain any insurance specifically in respect of any investments held in custody with us, or to maintain any insurance cover for your specific benefit, other than non-registered securities.
- 7.10 Neither we, our nominees nor any sub-custodian will forward to you any communication received relating to any assets held in the Investment Account (including annual or periodic reports and notices) unless we have agreed otherwise with you, in writing.
- 7.11 We will not lend any assets held in the Investment Account unless you have given your prior written consent to such lending. If such consent is given, we will only lend assets to counterparties whom we deem, in our absolute discretion, to be fit and proper, and the revenue generated will be apportioned as we agree with you in writing.
- 7.12 Investments, and documents of title and certificates evidencing title to the investments comprised in the Investment Account, shall not be sent to third parties.
- 7.13 Money may not be borrowed by you or on your behalf on the security of investments comprised in the Investment Account without our prior written permission.
- 7.14 Advice relating to cash transactions and contract notes in respect of each purchase or sale of any investment comprised in the Investment Account will be dispatched to you in accordance with applicable law and regulation.

8. PORTFOLIO CONSULTING GROUP SERVICE

- 8.1 We do not automatically provide Dealing Services or any form of Discretionary Investment Management or Custody Services as part of the Portfolio Consulting Group Service. You must provide Proper Instructions if you wish to deal in any of the investments which are selected by us as part of the Portfolio Consulting Group Service, in which case the Fee Tariff for Trade Execution Investments will apply. We will identify investments and discretionary investment managers, which in our opinion, are suitable for you.
- 8.2 Following our acceptance of you as a client and our receipt from you of the Client Investment Profile Form, we will:
- (a) undertake an appraisal of the composition and construction of the Investment Portfolio and provide an initial written report to you on our assessment of the optimum strategic asset allocation for the Investment Portfolio and advice on the rebalancing of the investments held in it;

- (b) as part of the initial review we will:
 - (i) identify discretionary investment managers, which in our opinion, are suitable for you; and
 - (ii) identify funds or other investments to fulfil a specific requirement and may provide investment advice in relation to specific investments which, in our opinion, are suitable for you;
 - (c) provide periodic reporting in respect of the performance of the Investment Portfolio; and
 - (d) periodically review the composition of your Investment Portfolio against the Client Objectives and provide further advice as a result of such review.
- 8.3 Any investment advice provided to you in relation to the Investment Portfolio will be:
- (a) based upon the Client Objectives at the time the advice is provided (such advice may be made by reference to RBC house views but not necessarily reflect these directly); and
 - (b) in the form of a written proposal that will outline the basis of the investment advice and detail the charges that will be levied by us for the provision of the Service.
- 8.4 We may offer advice on a limited range of investments including but not necessarily limited to funds (including mutual funds, unit trusts and hedge funds), equities, bonds, fixed income, structured products and other offerings, provided by a limited number of third parties including our Associates and usually but not necessarily selected from the White List or Lists that we maintain.
- 8.5 Where we provide investment advice relating to investment in funds, this may be in respect of either institutional or retail classes of a fund. We will usually only recommend retail class funds if the institutional class is either unavailable or if it is otherwise not possible for you to invest in the institutional class, for example due to minimum investment criteria.
- 8.6 Where we provide investment advice to you, you may either accept or reject the advice at your sole discretion. You acknowledge that any decision by you concerning an investment of any kind, as a result of investment advice received from us, will be at your sole risk and we do not accept any responsibility for that decision. Any investment decision that you choose to make or, which is made by someone else on your behalf, will be subject to the terms and conditions or offering documentation applicable to the investment.
- 8.7 You acknowledge that any decision by you to enter into a contract with a discretionary investment manager, will be at your sole risk and we do not accept any responsibility for that decision. Such decision shall be subject to the discretionary investment manager being prepared to accept you as a client and to the terms and conditions applicable to the service being offered by that manager.
- 8.8 Should we decide to remove a discretionary investment manager, fund, issuer or instrument from the White List for any reason and should we be aware that you have a contract with that discretionary investment manager, or an investment in the fund, issuer or instrument being removed we will advise you in a timely fashion of the change in the White List or Lists and subsequently endeavour to identify a suitable alternative relative to your investment risk profile, as a replacement.
- 8.9 When an investment manager is removed from the White List we will cease providing the Service in respect of that investment manager from a date advised to you in writing, but usually no later than the Quarter Date immediately following their removal from the White List. If you make a request to us, in writing, that you wish us to continue to provide the Service in respect of an investment manager that has been removed from the White List, we may at our sole discretion agree to do so. Retention by you of the services of an investment manager that has been removed from the White List, is at your sole risk and subject to the terms of the agreement you have with that manager.

9. CARRYING OUT TRANSACTIONS

- 9.1 We carry out transactions for you either by executing them, for example, accessing the execution venue, or by passing orders to third parties such as brokers, who are responsible to us for execution of the transaction. If we execute transactions for you we do so in accordance with our execution policy which is summarised in Schedule 2. By accepting these Terms you consent to the execution policy.
- 9.2 We will at all times use the price reasonably available to us in dealing for you. We may from time to time combine your purchase or sale order with our own orders, or an Associate and other persons, or other clients connected with us, if it is considered to be in the overall best interests of all the clients concerned (including you). We do not make any representation or warranty, and you acknowledge, that combining sale or purchase orders may result in you obtaining on some occasions a more favourable price, and on others a less favourable price.
- 9.3 Deals will be effected by us or a party appointed by us acting either as principal or as agent. Transactions effected in the capacity as agent will be executed through brokers designated by you or a party appointed by us at our absolute discretion. Where such brokers have relevant arrangements with us or any member of RBC, transactions which are effected for you with or through the broker shall be effected at their normal rate.
- 9.4 To facilitate trading and investment activity on the Investment Account, we are authorised, where we consider it to be necessary, to enter into spot foreign exchange contracts with members of RBC.
- 9.5 We may, acting as your agent, appoint an Associate, investment depository, clearing house or other agent on your behalf to carry out or assist with any dealing instructions we receive from you. Whilst we will exercise reasonable care in the selection of any investment depository, clearing house or other agent, we shall not be liable for any acts or omissions by, or the insolvency of any investment depository, clearing house or other agent.
- 9.6 If the other party to a transaction with you fails to complete the transaction on time or at all, we will take all reasonable steps on your behalf to mitigate the effects of such failure, but will not take any step whatsoever that could, in our opinion, involve us incurring costs and expenses on your behalf without your prior consent. For the avoidance of doubt, we shall not be liable whatsoever to you where the other party to a transaction with you fails to complete.
- 9.7 You authorise us to correct any errors which may occur in respect of the Investment Account without further authority.

- 9.8 In providing the Offshore Advisory Service and the Discretionary Investment Management Service to you, we will only effect transactions which we consider suitable for you and when effecting those transactions will secure best execution of them. You acknowledge that we will not assess the suitability of Trade Execution Investments for you so the dealing service with respect to Trade Execution Investments will be provided by us at your sole risk.

10. CLIENT MONEY

- 10.1 Client Money will be held in a designated account (**Designated Account**) in our name for you with Royal Bank of Canada (Channel Islands) Limited (a bank licensed in Guernsey and Jersey that is a member of RBC).
- 10.2 The Designated Account will only hold Client Money. Subject to written consent from you, we reserve the right to establish a Designated Account with any other financial institution whom we deem to be of suitable standing and credit worthiness, should we consider it necessary to do so. Depending upon the currency and value of the Client Money held, interest may, from time to time, be paid or charged on Client Money at the interest rates set by the bank with which the Designated Account is held.
- 10.3 You acknowledge that Designated Accounts are:
- (a) provided solely for the purposes of settling trades in respect of investments and holding your cash from time to time;
 - (b) not intended to be used as bank accounts through which transactions unrelated to your investments made through the Service are routed; and
 - (c) not covered by the Jersey Depositor Compensation Scheme.
- 10.4 You are advised and acknowledge and agree that:
- (a) Article 10(1)(a) of the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001 (the **Order**) does not apply to the Designated Accounts, which means that we will not reconcile our records in relation to any Designated Account holding your Client Money, with the statements issued by the bank; and
 - (b) Part IV of the Order does not apply to Designated Accounts because it only applies to accounts that hold the Client Money of more than one client.

- 10.5 Where we maintain more than one account for you, you agree that we may from time to time treat all such accounts as one account and may at any time set off any credit balance against any indebtedness of any type whatsoever owed by you (whether on a different account or not) to us.
- 10.6 You consent to any overdraft that may occur on the Designated Account and agree that your Designated Account may become overdrawn. You agree that should the execution of a deal to purchase an investment for you, or a deal to sell an investment holding, fail to settle for any reason, or any other transaction results in your Designated Account going overdrawn, then that overdraft will be repayable on demand and may be subject to the charging of interest by the bank with which the Designated Account is held.
- 10.7 Details of any interest charges on Designated Accounts will be made available by us upon request.
- 10.8 All income received by us in respect of investments and cash held in the Investment Account will be treated as Client Money and paid into the Designated Account. We or any sub-custodian may from time to time deduct taxation from any payments received in respect of the investments and cash held in the Investment Account if obliged to do so under applicable law or practice.

11. WITHDRAWALS

- 11.1 If you wish to withdraw monies from an Investment Account, you will be required to provide Proper Instructions to us indicating which Designated Account is to be debited and where the monies are to be paid. No payments will be made to third parties.
- 11.2 Upon receipt of request for a withdrawal, other than for Discretionary Investments, you must also provide Proper Instructions to us indicating which investment holding is to be sold in order to generate sufficient cash. For Discretionary Investments, we shall if necessary realise sufficient investments from the Investment Account, which shall be at our absolute discretion.

12. REPORTS

- 12.1 We shall provide you with a report (each a **Report**) on a quarterly basis (or as otherwise agreed with you in writing) in respect of the cash and assets held in your Investment Account, and in the case of the Portfolio Consulting Group Service, your Investment Portfolio. Each Report delivered to you in connection with the Portfolio Consulting Group will be in a format and on a basis that we agree with you at the time we accept you as a client or as subsequently agreed with you in writing.
- 12.2 The Report shall ordinarily be produced as at each Quarter Date, unless we have agreed alternative arrangements with you in writing, and such reports will be dispatched to you as soon as is reasonably practicable after they have been prepared by us.
- 12.3 We will provide you with one copy of each Report as

part of the Service. If you require multiple copies of a Report or reports more frequently than quarterly, we reserve the right to levy an additional fee, details of which will be made available upon request.

- 12.4 The Report shall be sent to you either by regular mail, facsimile or other means of electronic transmission as directed by you in writing.
- 12.5 You agree to check the information in the Report as soon as it is received and to notify us of any discrepancies within 30 days.
- 12.6 Investments held in the Investment Account will be valued at the mid-market, close of business quotations as supplied to us by an external independent information source or at cost where there is no established market, unless otherwise agreed in writing. We do not make any representations as to the accuracy of such information provided to us nor that any valuation will, necessarily, reflect the proceeds that would be received on a disposal of the relevant investment.
- 12.7 Investments valued in currencies other than the Base Currency will be converted to the Base Currency based upon the applicable exchange rate prevailing at the time of conversion. Dividends in respect of investments will be recognised on a receipt basis, foreign currency holdings will be converted to the Base Currency of the Investment Account based upon rates obtained from such source as we shall from time to time in our sole and absolute discretion determine, and interest will be reflected on an accruals and actual basis.
- 12.8 A statement of the performance of the investments held in the Investment Account shall be included in each Report to you and shall identify, in actual and percentage terms, the performance of the investments, and the change in the value of the investments held in the Investment Account from the date of the previous Report to the date of the current Report.
- 12.9 In order for us to monitor the performance of any investment that you hold within your Investment Portfolio in connection with the Portfolio Consulting Group Service with a custodian (other than where the custodian is an Affiliate) you acknowledge that:
- (a) you will be required to direct your discretionary investment manager or the relevant custodian to provide us with copies of documentation relating to the investments which are managed or custodied by them, including a statement of the latest valuation which shall be provided to us on a quarterly basis or whatever other basis is agreed with you; and
- (b) as we rely on the receipt of information from your discretionary investment manager in order to produce the Report, in the event of information not being received by us in a timely manner, this will delay the preparation and dispatch of the Report to you and we will not be responsible for any loss you may suffer as a result of any adverse effect this may have on our ability to monitor the performance of the discretionary investment manager or fund/investments or to provide

the Reports, and to provide you with investment advice in relation to your Investment Portfolio.

- 12.10 We may provide you with ancillary information (including material that may constitute investment research) about RBC house views, market conditions, discretionary investment manager performance, fund performance and other information produced by ourselves or by our Associates which we reasonably believe to be reliable and accurate but we cannot guarantee the accuracy or completeness of the information we provide. Such reports can only be taken to reflect views held at the time they are written and you should be aware that the information and opinion provided can therefore be subject to change and will not be updated to reflect any such changes. We will not be responsible or liable to you for any liabilities you may suffer as a result of using or relying on such material without obtaining advice about any particular investment and its suitability for you.
- 12.11 In the event that provision of the Service to you is terminated in accordance with these Terms, no further Reports will be sent to you by us.

13. FEES AND REMUNERATION

- 13.1 You agree to pay all such fees, charges, costs and expenses in relation to the Service, as set out in these Terms and the Fee Tariff.
- 13.2 We shall be entitled to charge a quarterly service fee at the rate specified in the Fee Tariff (or such other rate as we agree with you) as being applicable to the Service, subject to a minimum charge also specified in the Fee Tariff. The quarterly service fee will be calculated as at each Quarter Date as a percentage of the average net asset value of your Investment Account, throughout the relevant calendar quarter (including any amounts held in cash unless otherwise specified within the Fee Tariff) as determined in accordance with Clause 13.4 of these Terms.
- 13.3 In the case of the Portfolio Consulting Group Service, our fee will ordinarily be calculated by reference to the value of your Investment Portfolio as at each Quarter Date; however we reserve the right to agree with you, in writing, a different basis for charging the fee.
- 13.4 The quarterly service fee will be deducted from the Investment Account shortly after the Quarter Date. If it is not possible for us to collect fees due in this way, we have the right to invoice you directly for the fees due in accordance with the Fee Tariff.
- 13.5 If we agree to accept you as a client for the Service on a date other than a Quarter Date then the first quarterly fee will be calculated on a pro rata basis by reference to the proportion represented by the number of days from the date on which you are accepted as a client for the Service until the next Quarter Date, as compared to the number of days between each Quarter Date;
- 13.6 If there is a significant addition to, or withdrawal from, your Investment Account or Investment Portfolio (where we provide you with the Portfolio Consulting Group Service) during a quarter, we reserve the right to use a different basis for the calculation of the quarterly fee for that quarter.
- 13.7 If the provision of the Portfolio Consulting Group Service is terminated by you within the first 12 months of us accepting you as a client for the Service, we reserve the right to charge an early termination fee equivalent to the fee that would have been charged for the period from the date of termination to the date that is the twelve month anniversary of us accepting you as a client and calculated by reference to the most recent Quarter Date valuation of your Investment Portfolio received by us, prior to receipt of your notice of termination; and
- 13.8 We will be entitled on termination to charge you:
- (a) a proportion of the quarterly service fee that corresponds to the part of the quarterly period which has passed when termination takes effect; and
 - (b) any losses necessarily realised in settling or concluding outstanding obligations.
- 13.9 We (and any Associate) shall be entitled to retain any commission or other remuneration paid to us (or our Associate), which is permitted by Jersey regulatory requirements, even though such commission or remuneration is payable as a direct, or indirect result of any dealing with any asset which is or may be held in your Investment Account or Investment Portfolio, as applicable.
- 13.10 The service fee does not cover third party dealing charges (including but not restricted to any applicable stamp duties, exchange fees etc.) and any other costs incurred by us in effecting transactions on your behalf. Such charges and costs will be borne by you and debited directly to your Investment Account and will be disclosed in our contract notes.
- 13.11 Any Associate being a banker, broker, investment adviser or engaged in any other profession, business or trade may, without accounting for any resultant profit, earned as a result of acting in such capacity, perform any such service in relation to any asset held in your Investment Account or forming part of your Investment Portfolio and on the same terms as with any other customer.
- 13.12 In the case of the Portfolio Consulting Group Service, where possible, we will negotiate, with the discretionary investment managers that we identify for you, an annual management charge on your behalf. We cannot guarantee the level of the annual management charge that may be levied by the discretionary investment manager with whom you enter into a contact. You acknowledge that during the term of our Agreement with you, your appointed discretionary investment manager retains absolute discretion in relation to the fees and charges due under the contract that you have entered into with them.

13.13 In the case of the Portfolio Consulting Group Service, should a discretionary investment manager, with whom you have entered into a contract, cease to be on the White List maintained by us, the annual management charge of that manager may vary from that previously negotiated by us on your behalf.

14. CLIENT REPRESENTATIONS AND WARRANTIES (SERVICE SPECIFIC)

14.1 You represent and warrant that on the date of signing the Application Documents:

- (a) the cash and investments that you wish us to hold in custody for you in your Investment Account or which are comprised in your Investment Portfolio, do not represent and will not become the proceeds of or be used to finance any criminal act;
- (b) the investments or cash held in the Investment Account or which are comprised in the Investment Portfolio are free from all security interests, liens, charges, mortgages, encumbrances and other third party interests whatsoever (the **Encumbrances**);
- (c) you undertake that no Encumbrances will arise from any acts or omissions on your part other than as we agree with you from time to time; and
- (d) unless you have notified us in writing that you are operating the Investment Account or dealing with the assets comprised in the Investment Portfolio on behalf of any third party or parties and have provided us with the name or names of the third party or parties concerned, you are not operating the account on behalf of any third party or parties and you are the sole beneficial owner of the assets held in the Investment Account or which are comprised in the Investment Portfolio, as applicable.

14.2 The representations and warranties contained in Clause 14.1 of these Terms will be deemed to be repeated by you each time you enter into a dialogue or correspondence with us in respect of the Service or introduce new investments or cash into the Investment Account.

15. CLIENT ACKNOWLEDGEMENTS

15.1 You acknowledge that:

- (a) when we execute a transaction on your behalf with a broker, fund manager or administrator, there is always a degree of risk that the counterparty may fail to act upon the instruction given or in the manner expected;
- (b) when investments are bought or sold they are normally done so on a delivery versus payment basis; and deals for the purchase of certain investments may require us to pay subscription monies to a fund manager or administrator in advance of the dealing date and in advance of the fund manager or administrator having issued confirmation of entitlement to the investment being purchased. The degree of risk referred to in (a)

above will be greater where transactions involve the advance payment of subscription monies; and

- (c) one or more of a number of factors, including, for example low liquidity in securities, lack of automated settlement and trading systems, potential market manipulation, the rapid expansion of the number of new securities on the local stock exchange, volatility of trade activity, and ineffective or conflicting regulatory controls may affect the reliability of settlement procedures and/or put pressure on the market infrastructure so as to lead to settlement delays and failures over which we have no control. In such circumstances, we will not be liable for any loss of interest, income, profit or other loss incurred or suffered directly or indirectly by you or any other third party.

15.2 You acknowledge and accept that if we suspect or have been notified that:

- (a) the Investment Account is being used for illegal purposes; or
- (b) there is a dispute over the ownership of part or all of the Investment Account and/or any assets held in the Investment Account; or
- (c) the Investment Account and/or any assets held in the Investment Account are not owned by you; or
- (d) you or persons connected to you appear to be connected to any individual or entity that is the subject of a regulatory or international sanction; or
- (e) there is a dispute between joint owners of the Investment Account or your officers (where you are a body corporate); or
- (f) you die, are incapacitated, become insolvent, bankrupt, or winding up or dissolution proceedings are commenced against you, as applicable;

then, until the matter is resolved to our satisfaction, we may (A) freeze the Investment Account in whole or in part and refuse to carry out transactions or otherwise operate the Service normally; or (B) limit any transactions contemplated within our discretionary mandate under the Discretionary Investment Management Service to those which we consider will conserve, rather than enhance, the value of the Discretionary Investments. In such circumstances, we may take professional advice and we shall incur no liability for any direct or indirect loss or loss of profit to you or any other person.

15.3 You acknowledge and accept that we reserve the right, in our sole and absolute discretion, to refuse to open or continue to operate any account that you wish to operate on behalf of any third party or parties without giving you any reason.

15.4 You acknowledge and agree that it is your sole responsibility to take independent tax advice in connection with the Investment Account or Investment Portfolio, as applicable, and your obligations and liabilities (if any) to account to the revenue and tax

authorities in your country of domicile or residence in relation to your Investment Account or Investment Portfolio, as applicable.

- 15.5 Where we receive a Proper Instruction from you in relation to a transaction to be settled in any hedge fund then we will use our reasonable endeavours to give effect to the Proper Instruction provided that you confirm in writing that you have been advised, understand and have acknowledged the completion by us on your behalf of any subscription documentation for such hedge funds.
- 15.6 You acknowledge that our name cannot appear in any promotional literature, any document, or any advertisement issued by or on your behalf, without our prior written approval.

16. PROPER INSTRUCTIONS

- 16.1 You authorise us to act, without enquiry, on Proper Instructions from you in relation to the Service. Such Proper Instructions shall be communicated in accordance with these Terms.
- 16.2 We shall deal with and act upon Proper Instructions in a reasonably timely manner and undertake to use reasonable endeavours to do so, but we do not undertake to act on Proper Instructions immediately or on the same or next Business Day or to meet any specific deadline (unless otherwise agreed in writing) and shall not incur any liability for any loss arising directly or indirectly by reason of the length of time taken to so act upon instructions.
- 16.3 Where we have agreed to act upon Proper Instructions, we and our Associates shall not be liable and shall have no responsibility for any act, omission or other conduct of any person where that person acted in good faith and in accordance with any Proper Instruction.
- 16.4 We shall not incur any liability or be responsible for any failure on our part to comply wholly or partly with any instruction or for any non-receipt of an instruction or any errors or ambiguity in relation to it or any lack of authority on the part of the person giving or making the same where such instruction is not a Proper Instruction and, where such instruction is a Proper Instruction, we shall not be liable or responsible in the absence of fraud, gross negligence or wilful default on the Company's part.
- 16.5 We may, in our absolute discretion, rely upon and act in accordance with any instruction or communication which may from time to time be given by telephone, facsimile or email by you, or purported to be given by you, without enquiry on our part as to the authority or identity of the individual making or purporting to make such communication and regardless of the circumstances prevailing at the time of such communication, and accordingly you accept the risks inherent in such communications.
- 16.6 We shall be entitled to treat any such communication given by telephone, facsimile or email by you as fully authorised by and binding upon you and we shall be entitled (but not bound) to take such steps in connection with, or in reliance upon, such communication as we may in good faith consider appropriate.
- 16.7 You undertake to keep us at all times fully and effectively indemnified against all losses, costs, damages, obligations, suits, claims, demands and expenses which we may directly or indirectly sustain or incur through acting upon or, in our sole and absolute discretion failing or delaying to act upon, any telephone, email, facsimile or other electronic instructions given by you, or purporting to have been given by you, howsoever such losses and other matters mentioned above may arise including, but not limited to, losses arising directly or indirectly from any operational failure or fault or any other error howsoever occurring in the course of any telephone or facsimile transmission whether relating to any Chosen Investment, any Trade Execution Investment, the Investment Account, or any cash or assets in the Investment Account, or any other matter.
- 16.8 Where Proper Instructions are given by telephone, written confirmation of such Proper Instructions shall not be required to be sent to us. However, in the event that telephone instructions are subsequently confirmed in writing, should there be a conflict between our interpretation of the telephone instructions and the written instructions later received, we shall be entitled to rely on the telephone instructions we first believed and understood that we had received, without any liability for mistake or error.
- 16.9 For the avoidance of doubt, we shall not be obliged to rely upon and act in accordance with any notice, instruction or other communication given by email from you, or purported to be given by email from you, unless the email has been sent to us using a form of encryption that is acceptable to us.
- 16.10 Details of the persons authorised to give Proper Instructions on your behalf will be specified in the Application Documents and may be revised from time to time by seven Business Days' notice in writing from you to us setting out the names and signatures of persons authorised to give instructions on your behalf. We may assume that any person who is named in the Application Documents (as may be revised in writing from time to time) and gives us Proper Instructions on your behalf, has been duly authorised to do so and we may rely on all Proper Instructions which we believe are given by you, or on your behalf, without further enquiry and we are under no obligation to confirm such instructions. Once Proper Instructions have been given to us by you or someone acting or purporting to act on your behalf, those instructions cannot be rescinded, withdrawn or amended without our express written consent at our sole and absolute discretion.
- 16.11 Where you are a company, a certified copy of a resolution of your board of directors may be received and accepted by us as conclusive evidence of the authority of any person authorised to act on your behalf.

16.12 Where we are appointed by joint parties or a company, unless otherwise informed in writing by you, we will be entitled to rely on the Proper Instructions of any one of such joint parties or any one person authorised to act on behalf of the company unless otherwise notified in writing by you.

16.13 From time to time we may be restricted by applicable legal and regulatory requirements and/or internal requirements from accepting Proper Instructions from you. Should we be so restricted, we may refuse to accept Proper Instructions from you without giving any reasons for so doing and we shall not be liable for any loss caused by such refusal.

17. MATERIAL INTERESTS

17.1 Nothing in this Agreement or in law shall prevent us from purchasing for inclusion in your Investment Account or advising you on any securities or obligations of ours or any Associate or in any company mutual fund, unit trust, partnership or other investment vehicle of any nature of which we or any Associate is an instigator, promoter, sponsor, trustee, adviser, director, manager, administrator, banker, custodian or partner.

17.2 We have the right, when giving advice or undertaking a transaction or series of transactions, to act in relation to similar transactions or a series of transactions for other clients in addition to you without prior reference to you.

18. LIMITING OUR LIABILITY (SERVICE SPECIFIC)

18.1 To the extent permitted by law:

- (a) we assume no responsibility or liability with respect to any custody or account arrangements made by us with or through any person or any acts, omissions or other conduct of any person having possession of your assets or monies held pending investment into a Chosen Investment, Trade Execution Investment or Discretionary Investment, as applicable;
- (b) you acknowledge that, other than in the case of the Discretionary Investment Management Service, the decision as to which investment to purchase and which investment to sell is solely your decision and we do not accept any responsibility or liability for that decision;
- (c) we assume no responsibility or liability for any acts, omissions or other conduct of any broker;
- (d) we cannot guarantee that the investments comprised in the Investment Account or Investment Portfolio, as applicable, will not depreciate in value nor that they will not at any time be affected by adverse tax or legal consequences nor can we guarantee the amount of income (if any) arising from the Investment Account; and
- (e) we shall not be liable for any error of judgement we may make or any loss or loss of profit suffered by you in connection with the Service (and in particular, but without limitation, we shall not be

liable for any loss or loss of profit which may be sustained in the purchase, holding or sale of any investments in accordance with the Service) unless such loss or loss of profit arises from our fraud, wilful misconduct or gross negligence.

18.2 Notwithstanding any other provision of these Terms our aggregate liability for any claim or series of claims directly or indirectly as a consequence of the loss or non-availability of any assets held in the Investment Account shall be limited:

- (a) for securities or certificates, to their market value; and
- (b) for currency, to its face value at the time the loss or non-availability arises, plus interest on that amount from that date at the base rate of the bank with which the Designated Account is held, during the relevant period in which such liability shall have been outstanding.

18.3 We shall not be responsible for and shall not incur any liability in respect of any loss, damage, cost or expense incurred or suffered by you in connection with:

- (a) any indirect, economic or consequential loss suffered by you;
- (b) the collection, deposit or credit of invalid, fraudulent or forged securities;
- (c) any errors made by you or (where you are a company) any of your officers, employees or agents in giving Proper Instructions;
- (d) effecting delivery or payment against an expectation of receipt, save where such delivery or payment was contrary to local market practice;
- (e) any delay whilst we obtain clarification or confirmation of a Proper Instruction;
- (f) reasonably exercising our right to decline to act in the absence of clarification or confirmation of a Proper Instruction or in the event of any dispute between or conflicting claims by any person or persons with respect to any asset. For the avoidance of doubt we shall be considered to be acting reasonably in declining to act pending resolution of any such dispute or conflict determined in a court of competent jurisdiction or settled by agreement between the conflicting parties and in such circumstances we shall be entitled to require before proceeding to take any action evidence in writing satisfactory to us in our absolute discretion of such determination or agreement or an indemnity and/or security satisfactory to us in our absolute discretion sufficient to save us harmless from and against all loss, liability or expense which we may incur by such action;
- (g) the settlement of transactions or any change in our records relating to the Investment Account unless and to the extent that the loss, damage, cost or expense results from our negligence, wilful default, fraud or breach of these terms;

- (h) the negligence, default, fraud or other failure by any clearing house or securities depository; or
- (i) failure by us, a sub-custodian or one of our nominees to perform, or delay in performing, any obligations under these Terms as a result of any cause, event, or circumstance beyond our reasonable control or the reasonable control of such sub-custodian or nominee, as the case may be, including (without limitation) a failure, termination or suspension of a clearing house, securities depository or settlement system or central payment system in any part of the world or act of God, war, civil hostilities, act or threat of terrorism, political unrest, governmental action, strike, boycott, embargo, industrial dispute or disturbance, suspension of payments by or insolvency, receivership, administration, bankruptcy or liquidation of any person (including, without limitation, the Client), fire, flood, explosion, adverse weather or atmospheric conditions, abnormal operating conditions or accident provided that we shall notify you as soon as reasonably practicable upon becoming aware of any such cause, event, or circumstance, and if any such cause, event, or circumstance continues for more than thirty (30) Business Days from the date of that notice then either party shall be entitled to terminate your use of the Service. In the event of termination pursuant to this clause, neither party shall have any liability to the other in respect of the termination.

19. JOINT CLIENTS

- 19.1 Where you comprise of more than one person:
- (a) we shall be entitled to act on any instruction, notice, claim, demand, acknowledgement or request (whether or not relating to realisation of any Chosen Investment or Trade Execution Investment or the termination of the Service) signed in accordance with the signing powers specified in the Application Documents by any one such person acting alone. We need not enquire as to that person's authority and that person shall be able to give us an effective and final discharge in respect of its obligations hereunder;
 - (b) should we receive instructions from one such person that conflict or appear to conflict with instructions given by another person we in our sole and absolute discretion may refuse to act on either or both instructions until the conflict is resolved;
 - (c) we reserve the right to request that instructions from you be signed by all persons regardless of any previous mandate that has been given to us by you;
 - (d) the term "you" shall include all or any of you and your liability and obligations arising under these Terms shall take effect as joint and several liability and obligations;
 - (e) on the death of one of you, we shall be entitled to treat the survivor(s) as the only person(s) entitled to issue instructions relating to the Service; and

- (f) your liability to us is joint and several.

- 19.2 If you are more than one person, any Communication sent to one of you will be deemed to be a sufficient Communication to all of you.

20. WITHDRAWAL OF THE SERVICE AND TERMINATION

- 20.1 Our relationship under these Terms is for no fixed duration.
- 20.2 Unless we have told you that restrictions apply to a particular Service or product including under Clause 20.4 below, you may end your relationship with us, or any Service or product, by giving us 30 calendar days' prior written notice. Unless the Service or product is for a fixed term, we may terminate individual Services, or our entire relationship with you, by giving you one month's prior written notice by mail to your last address shown in our records, and we may do this without giving you any reason. Notice shall be sent and be deemed to have been received in accordance with Clause 35 of these Terms.
- 20.3 We may freeze your accounts or limit any transactions as described in Clause 15.2 of these Terms.
- 20.4 In the case of the Portfolio Consulting Group Service, the provision of the Service shall be for a minimum period of one year from the date that we accept you as a client for the Service. After this period the provision of the Service may be terminated by you or by us by giving 90 days written notice to the other, effective on receipt (or at such later time as specified in the notice). Notice shall be sent and be deemed to have been received in accordance with Clause 35 of these Terms.
- 20.5 Notwithstanding Clause 20.2 of these Terms, the provision of the Service to you will terminate automatically in the event that:
- (a) we are not permitted or authorised to provide the Service under the law of the country where you are registered or to which you are subject;
 - (b) you have failed to report, notify or file relevant documentation in the jurisdictions required in accordance with these Terms;
 - (c) you have a bankruptcy petition presented against you (if an individual) or you suffer a receiver, administrative receiver, administrator or liquidator being appointed over you or any of your assets (if a body corporate) or you are subject to any equivalent procedure in any jurisdiction;
 - (d) you are unable to pay your lawful debts as they fall due;
 - (e) a distress has been levied upon or other execution has been effected against the whole or any part of your account(s) or any cash or assets held in your account(s);
 - (f) you or your assets are declared bankrupt;
 - (g) you take up residence in a country or become subject to the laws of a country where we are not permitted or authorised to provide the Service;

- (h) unless you have notified us in writing that you are acting on behalf of any third party or parties and have provided us with the name or names of the third party or parties concerned, you operate the account on behalf of any third party or parties who are not the legal and beneficial owner of the account; or
 - (i) any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is not complete and correct in all respects.
- 20.6 We shall incur no liability to you for any direct or indirect loss or loss of profit that you may sustain as a result of the termination or suspension of a Service, our refusal to provide a Service to you or to accept monies or assets into an account or the liquidation of your assets or delivery of the proceeds of liquidation by cheque or any other means to you in accordance with Clause 20.13 of these Terms.
- 20.7 Termination of the Service or temporary suspension of the discretionary management powers granted to us under the Discretionary Investment Management Service shall be without prejudice to the completion of any transactions already in the process of being arranged in respect of any investment.
- 20.8 Upon the termination taking effect, we shall cease to provide the relevant Service to you in accordance with these Terms. Amongst other things, this means that we will not accept any further instructions to deal, will not arrange any further transactions and will no longer provide the Offshore Advisory Service or Discretionary Investment Management Service, as applicable.
- 20.9 Transactions in progress at the time of termination will be executed in accordance with these Terms, save that if we terminate because we consider that an event has occurred which may affect your ability to settle transactions, we shall take such action as is appropriate in the circumstances.
- 20.10 You will only be eligible to use the benefits and services provided to you under these Terms subject to your status and after you have complied with any relevant eligibility criteria. Details of any applicable eligibility criteria may be varied by us in accordance with these Terms. If at any point, you fail to meet any eligibility criteria, we may terminate our relationship with you, stop providing the relevant service or product or move you to an alternative service or product for which you do meet the eligibility criteria.
- 20.11 You will remain liable for prompt settlement of all outstanding transactions, fees, charges and obligations related to services provided by us prior to termination. No penalty or other additional payment will be payable by you or us in respect of the termination. We will return the balance of any monies we hold to you, subject to our rights set out in Clause 21.
- 20.12 These Terms shall, even after termination, continue to govern any legal rights or obligations which have already arisen or which relate to our Services

under these Terms or which arise in consequence of termination.

- 20.13 You acknowledge and accept that in the event of termination in accordance with this Clause 20 of these Terms, you will be required to provide us with instructions as to where to transfer the assets and cash held in custody by us or any sub-custodian. If you provide us with such transfer instructions within the period specified by us, we will promptly effect such instructions (or direct our nominee and any sub-custodian to do likewise), except that where assets are not freely transferable, we will sell or liquidate them at our discretion and account to you such proceeds in cash. We are entitled to retain and/or realise (or direct our nominee and any sub-custodian to do the same) such assets as may be required to settle transactions already initiated and to pay any of your outstanding liabilities. If you do not provide transfer instructions to us within the period specified by us or your instructions cannot be effected for any reason: any cash in your account(s) may be liquidated or withdrawn and the proceeds will be sent to you in the form of a cheque or by direct transfer to any account held in your name; and any other investments in your Investment Account may be liquidated by us and the sale proceeds will be sent to you by cheque or by direct transfer to any account held in your name. Any investments that are liquidated will be liquidated at current market prices. Liquidation of investments may be a taxable event and may incur fees. You should consult a tax advisor to determine what result, if any, liquidation may have on your tax position.
- 20.14 Any cash or assets that remain with us following termination will be held by us or our sub-custodian as bare trustee and we or they will be entitled to levy charges for so doing. In such circumstances, we will provide reasonable information in order to allow you to issue transfer instructions but will provide no further analysis regarding your cash and investments. We may, in our sole discretion, maintain cash accounts for a further 90 days after the relationship is terminated to ensure that dividends, interest, coupons or other income relating to investments previously held by us is collected on your behalf.
- 20.15 No penalty will be imposed on you on termination of the Service but we will, however, be entitled to charge you:
- (a) a service fee (which will be calculated on a pro rata basis by reference to the proportion represented by the number of days from the last Quarter Date up to the date of termination as compared to the number of days between each Quarter Date); and
 - (b) any expense necessarily incurred by us in terminating the Service or directly attributable to the termination of the Service; and
 - (c) any losses necessarily realised in settling or concluding outstanding obligations.

- 20.16 You acknowledge that upon termination of the Service, we may be compelled to liquidate for cash any investment in the Investment Account where the terms of such investment do not allow for the transfer to another service provider. In such circumstances, we shall not be liable for any loss or loss of profit.
- 20.17 You authorise us to appropriate to ourselves any balances left on your account(s) where there has been no activity initiated by you or no contact with or correspondence from you for a minimum period of 10 years. We shall make every reasonable effort to contact you and all subsequent valid claims will be honoured.
- 20.18 To the extent permitted by law, Clauses 18 (Limiting Our Liability (Service Specific)), 31 (Limiting Our Liability (General)), 38 (Data Protection) and 39 (Confidentiality) of these Terms will continue in full force and effect (together with any other provisions necessary to make them operable) despite termination of the provision of the Service to you.
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21. SET-OFF

We reserve the right, in our sole and absolute discretion, to offset balances we deem necessary and such a right shall extend to all assets and cash and other instruments that we hold on your behalf, and we may at any time and without notice apply any credit balance in the Investment Account to which we are entitled in or towards satisfaction or payment of any and all sums due and payable by you to us.

22. APPOINTMENT

- 22.1 Once you have signed and returned the Application Documents to us, we will review such Application Documents and may require you to provide additional documentation or information to us. We will only be required to provide the Service to you if we have reviewed the Application Documents and any additional documentation or information requested and agree that we should provide the Service. If we agree to provide the Service to you, we will write to you to confirm our agreement.
- 22.2 Following receipt of the Application Documents (and, if relevant, any additional documentation or information that we request), we may decline to provide the Service to you without giving any reason for such a decision. We will not incur any liability for any losses which you suffer or incur in such circumstances.
- 22.3 You acknowledge and accept that we will not provide the Service until such time as all due diligence formalities have been completed to our satisfaction and our obligations under Anti-Money Laundering Legislation have been met. We will not be liable for any loss of interest, income, profit or other loss incurred or suffered directly or indirectly by you before we agree to provide the Service in such circumstances.
- 22.4 You agree to provide to us all information and documentation that we may at any time request, including evidence for the verification of individual entities and satisfactory explanations of transactions and sources of monies, in order that we can comply at all times with the requirements of Anti-Money Laundering Legislation.

23. AUTHORISING A THIRD PARTY TO CORRESPOND WITH US

- 23.1 If you wish to authorise a third party to correspond with us or to receive information from us in connection with the Service that we provide to you, you will be requested to complete and send to us an Authorised Person Form.
- 23.2 Once the required due diligence checks have been completed by us, we shall correspond with the Authorised Person as authorised by you.

24. DELEGATION

- 24.1 We shall be entitled as your agent to delegate our powers and duties under these Terms, in whole or in part, to any person or persons, upon such terms and conditions as we shall think fit, and we may appoint agents on your behalf to perform any administration, dealing and ancillary services required to enable us to perform the Service under these Terms. We shall be entitled to outsource our powers and duties under these Terms, in whole or in part, to any Associate or to any other third party, without notifying you that we have done so or notifying you of the identity of the

Associate or third party. We will exercise reasonable care and act in good faith when we select and appoint any such delegate or agents and shall satisfy ourselves that such delegate or agent is a fit and proper person.

- 24.2 We shall not be liable for any act, omission or default by, nor the insolvency of, any delegate or agent appointed by us, as your agent, acting on your behalf in accordance with Clause 24.1 of these Terms.

25. CHANGES TO OUR FEES

- 25.1 You acknowledge that you were provided with a copy of the Fee Tariff at the time you received the Application Documents.
- 25.2 The Fee Tariff may be changed by us at any time and we shall give you notice in writing at least 30 days before any such change. Any change to the Fee Tariff will be deemed to have been accepted by you if no written objection has been received by us from you within 30 days of the date of our notice to you.

26. EXPENSES

In addition to the fees set out in the Fee Tariff in relation to the Service, we shall be entitled to reclaim all reasonable expenses and costs (including time costs) incurred in connection with any additional services that may be provided to you. Such additional services and fees shall be disclosed to you before we undertake and incur them.

27. CLIENT REPRESENTATIONS AND WARRANTIES (GENERAL)

- 27.1 You represent and warrant that on the date of signing the Application Documents:
- (a) you have full and unrestricted power, authority and requisite legal capacity to engage us to provide the Service;
 - (b) any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is complete and correct in all respects, and you agree to notify us if any such information changes and to provide us with any relevant information as we may require;
 - (c) where applicable, you have complied with all necessary corporate/foundation/trust/partnership formalities in relation to the execution of the Application Documents and performance of your obligations under these Terms, including, but not limited to, obtaining or adopting all required authorisations, approvals, and resolutions of the board of directors, shareholders, founders and councillors, trustees and protectors or partners, that the execution of the Application Documents and performance of your obligations under these Terms by you does not and will not violate any provision of law or of your organisational documents, partnership agreement, or shareholders agreement, and that these Terms

represent a valid, binding, and enforceable obligation of you; and

- (d) you will notify us promptly if there is any material change in any information you have provided to us pursuant to the Service, and you will provide such other relevant information as we may request in the future. You acknowledge that we shall not be responsible for any loss you may suffer as a result of any adverse effect on the quality of the Service provided by us or our ability to provide the Service caused by any failure by you to provide such information.

- 27.2 The representations and warranties contained in Clause 27.1 of these Terms will be deemed to be repeated by you each time you enter into correspondence with us in respect of the Service.

28. NON-EXCLUSIVE SERVICE

The provision of the Service to you is not exclusive and we are free to provide similar services to others without prior reference to you.

29. CONFLICTS OF INTEREST

- 29.1 We will endeavour to avoid any conflicts of interest and have procedures in place to address any conflict that does arise, but we may nevertheless provide the Service to you even if we or an Associate of ours have an interest, relationship or arrangement that is material in relation to an investment, transaction or service concerned or which gives rise to any conflicts of interest.
- 29.2 You agree that where conflicts of interest do arise in the course of providing the Service, neither we nor any Associate of ours are required to account to you for any income, gain, profit or other advantage which arises as a result of such conflicts of interest.
- 29.3 Nothing in these Terms shall prevent any person from being employed or appointed in any capacity by us or any Associate of ours in connection with the Service.
- 29.4 A summary of our Conflicts of Interest Policy is set out at Schedule 3. This describes our approach to handling conflicts which we may have when acting for our clients. The policy sets the general framework within which we usually operate.

30. NEED FOR INDEPENDENT TAX AND LEGAL ADVICE AND REPORTING

- 30.1 We do not provide tax advice and strongly recommend that, if appropriate, you should seek independent professional tax advice relevant to your particular circumstances before deciding to open an account with or receive any service from us, or instructing us to execute any transactions on your behalf. You acknowledge that you are entirely responsible for the management of your own affairs for tax purposes, seeking your own tax advice in respect of any account or service and for advising us of any matter which you wish us to take into account when providing services to you.

- 30.2 Please note that taxes and/or other costs may exist in relation to an account and/or other services we provide that are not paid via us or withheld by us.
- 30.3 The tax treatment of any account depends on your individual circumstances and may be subject to change.
- 30.4 Although interest on income earned in Jersey by persons who are not resident in Jersey in respect of your account may be paid gross of tax, payment of interest, dividends or other amounts may be liable to tax in the jurisdiction in which you pay tax. In such circumstances, you are obliged to declare such income or gains to the relevant tax authority. You will indemnify us against any tax liability and reasonable costs (including, without limitation, legal expenses) arising in relation to any tax liability that may be incurred by us in respect of transactions entered into by us on your behalf. Amounts paid to your account may also be subject to tax withheld at source in or on behalf of the jurisdiction from which the payment originates.
- 30.5 We may be required by legislation, regulation, order or agreement between governments or tax authorities of various countries to report on an ongoing basis certain financial account information about you and your accounts and assets on an individual or aggregated basis in accordance with the tax reporting regimes applicable to you. If you are not an individual, we may also have to report financial account information about persons connected with you such as your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors, protectors or trustees. In particular, your financial account information will be reported to the Jersey tax authorities. The tax authority in Jersey may pass the financial account information to the tax authorities in the country that requires it in accordance with the applicable tax reporting regime. If we are required to report financial account information, this may include (but is not limited to) financial account information about you, for example your name, address and jurisdiction(s) of residence and your social security number/taxpayer identification number(s) or similar (if applicable), and details of your accounts and assets, for example your account number(s), the amounts of payments including interest, dividends, gross proceeds and other amounts paid or credited to your account(s), and the account balance(s) and asset value(s).
- 30.6 We reserve the right to request further proof of identity and residence of the account holder (and all beneficiaries of the account) and all controlling and/or ultimate beneficial owners, regardless of when the account was opened. In the absence of such documentary evidence, the relevant tax reporting regime's default position will be applied.
- 30.7 Joint account holders should note that in the event that one or more account holders is determined to be reportable under one or more tax reporting regimes, we may be required to report information regarding the reportable account holders and financial information regarding the account as a whole.

- 30.8 Where you are a corporate customer or other legal entity, we may be required to identify and report under one or more tax reporting regimes, persons with an interest in you, including but not limited to shareholders, partners, trustees, settlors, protectors, beneficiaries or other persons exercising control, including senior managing officials. If reporting applies, we will be required to report information regarding you and the underlying reportable persons.
- 30.9 To the greatest extent permitted by applicable law, we will not be liable to you for any liabilities, costs, expenses, damages and losses suffered or incurred as a result of our complying with legislation, regulations, orders or agreements with tax authorities in accordance with these Terms, or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect information provided to us by you or any third party, unless that loss is caused by our gross negligence, wilful default of this Clause.

31. LIMITING OUR LIABILITY (GENERAL)

- 31.1 You agree that any claim of any sort arising out of or in connection with the Service shall be brought only against the party with which you contract and that no claims in respect of our appointment will be brought personally against any other persons involved in performance of the Service, whether actual or deemed servants or agents of us, or any of our employees.
- 31.2 You undertake to ratify each transaction effected by us pursuant to this Agreement and we shall not be liable for and you shall at all times hold us harmless and indemnify us to the greatest extent permitted by law from and against all losses, including without limitation, loss of profits, actions, suits, proceedings, claims, demands, damages, costs, charges, expenses and liabilities (or actions, investigations or other proceedings in relation to them), including reasonable costs and expenses arising from them or incidental to them, which may be made against us, our duly appointed sub-custodians and all of our Associates, in respect of any loss or damage sustained or suffered by any third party or us, directly or indirectly, in connection with the provision of the Service and all matters ancillary to the Service, except to the extent that the same arises from our fraud, wilful misconduct or gross negligence.
- 31.3 Where you comprise of more than one party, the limit of our liability will be divided amongst all such parties.
- 31.4 To the extent permitted by law, we agree with you that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 or other equivalent enactments shall apply to the provisions of the Service.
- 31.5 The indemnities set out in these Terms shall continue without limit in time, whether or not we continue to

provide the Service and without prejudice to any other indemnity given in our favour.

32. LEGAL PROCEEDINGS

We shall not be required to take any legal action on your behalf or in respect of any of your assets unless fully indemnified to our satisfaction for all costs and liabilities (including legal and other professional fees) that may be incurred or suffered by us in connection with investigating or defending any such legal action. If you require us, in any capacity, to take any action which in our opinion might make us or our delegates liable for the payment of money or liable in any other way we shall be kept indemnified in any amount and form satisfactory to it as a prerequisite to taking such action.

33. EVENTS BEYOND OUR CONTROL

In the event of any failure, interruption or delay in the performance of the Service or loss of or damage to any documents in our possession resulting from acts, events or circumstances not reasonably within our control, (including but not limited to industrial disputes, hostilities (whether war be declared or not), riot, civil commotion, rebellion, storm, tempest, accident, fire, explosion, strike, lockout, acts or regulations of any government or any supranational bodies or authorities, or breakdown, failure of malfunction of any telecommunications or computer services or system(s) or other cause whether similar or not) we shall not be liable or have any responsibility for any loss or damage caused to or suffered by you.

34. PHONE CALLS

- 34.1 You authorise us to telephone you to discuss matters relating to the Service.
- 34.2 We record telephone conversations and may monitor telephone calls both received by and made by our employees. Any such recordings remain our property, and may be used by us in the event of a dispute.
- 34.3 If we make a telephone call for direct marketing purposes, we will advise you at the beginning of the call that we are recording it. If you do not wish to continue with a direct marketing telephone call, you should tell us and we will terminate the call.

35. NOTICES AND OTHER COMMUNICATION

- 35.1 We shall communicate with you using the contact information you supply on the Application Documents, or such other information as you provide to us in writing from time to time.
- 35.2 You must communicate with us in English. Documents and other information we supply will be in English.
- 35.3 You agree that if you communicate with us using email or other electronic means, then we may monitor all emails or other electronic traffic to gather information for purposes of security, marketing, statistical analysis and systems development.
- 35.4 We will only use the email address provided by you for direct marketing purposes where you have provided us with specific prior consent to do so.

- 35.5 Written communications sent by us to you or by you to us, may be sent by post, facsimile or by email. Any letter, notice, correspondence, cheque or other document (**Communication**) sent by us to you will be sent to the correspondence address or email address stipulated in the Application Documents, unless you notify us in writing of a new correspondence address or email address. Any Communication sent by you to us will be sent to the correspondence address, facsimile number or email address that we provide to you.
- 35.6 We have no responsibility for and shall not be liable for any loss or damage, which may arise directly, indirectly or consequentially from your failure to advise us of any changes to your address or other details.
- 35.7 In the case of any Communication served by post, it shall (unless we establish it to have been received earlier) be deemed to have been received ten days following postage. In the case of any Communication served by email or facsimile, it shall (unless we establish it to have been received earlier) be deemed to have been received on the Business Day following the day on which it is sent.

36. DISCLOSURES

- 36.1 We shall not be obliged to disclose to you information:
- the disclosure of which would or might be a breach of a duty of confidence to any other person; or
 - which comes to the notice of any of our employees, officers, agents or Associates but does not come to the actual notice of the individual(s) responsible for providing the Service to you; or
 - the disclosure of which by us would or might render us liable to legal, regulatory or administrative sanctions.

37. COMPLAINTS

- 37.1 If you have any complaints or are dissatisfied with any aspects of the Service, please write to us addressing your complaint to your "Relationship Manager". The complaint will then be dealt with in accordance with our complaints procedures.
- 37.2 A copy of the leaflet that explains our complaints procedures is available upon request.

38. DATA PROTECTION

- 38.1 Your information includes information about you and your account such as:
- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and personal background (and may include personal information concerning your family members, if provided to us);
 - information related to transactions or financial behaviour arising from your relationship with and through us, and from other financial institutions including payment history and credit worthiness;
 - information you provide on an Application Document for any products and services; and

- where you are a corporate customer or other legal entity, the details we hold about persons with an interest in you, including but not limited to shareholders, partners, trustees, settlors, protectors, beneficiaries, staff and corporate contacts (including their individual customers and such customers' family members).

- 38.2 We may collect and confirm your information during the course of our relationship with you and will only use personal information which constitutes personal data in accordance with the Data Protection Law. We may obtain this information from a variety of sources including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services.

- 38.3 We may at any time use or process your information for the following purposes:

- to verify your identity and investigate your personal background;
- to facilitate or otherwise assist in the provision of the accounts or any service provided under these Terms;
- to service any of your other relationships with RBC;
- to provide you with information regarding products, services or any other offerings that we believe may be of interest to you, if you do not wish to receive this information you must notify us in writing as described below;
- to meet our or RBC's regulatory and/or legal and/or financial and/or other reporting obligations in Jersey or in any other jurisdiction (as applicable);
- to comply with laws, regulations, or court orders in any jurisdiction (whether or not the same is strictly binding or capable of being enforced against us);
- to prevent or detect fraud, money laundering, terrorist financing or other criminal conduct (including, without limitation, compliance with RBC's internal know your client, anti-money laundering and anti-bribery and corruption policies);
- to recover a debt;
- for us and RBC to assess and manage our operations and financial and insurance risks;
- to maintain the accuracy and integrity of information held by a credit reporting agency and to perfect any security interest granted over an account;
- to develop new products and services;
- to bring or defend any dispute or litigation concerning an account or the services provided under these Terms;

- (m) to determine your suitability for products and/or services offered by us or RBC; and
 - (n) to satisfy any health, education, social work or related regulatory requirements, or for the sake of research or history or to prepare or contribute to high-level anonymised statistical reports.
- 38.4 You agree that we are entitled to hold and keep a record on our computer database or structured paper file of any information obtained from or about you in the course of our relationship and we may use RBC's centralised systems and/or systems resources and/or specialist employees, consultants or contractors to allow for certain efficiencies including operating and managing systems, systems back-up and data recovery, risk evaluations, know your client procedures to verify client identity, and anti-money laundering screening. This may result in certain parts of your information including personal data and sensitive personal data being transmitted through or stored or processed in other jurisdictions which may be outside the European Economic Area, and also being subject to the laws of those jurisdictions, whether or not those jurisdictions have equivalent or adequate data protection legislation to Jersey. In this event, we shall use our reasonable endeavours to ensure that your information, including any personal data, is protected to the standards which we apply in Jersey.
- 38.5 In the event you believe that any of the centrally held information, including your personal data, is incorrect or inaccurate, you must promptly notify us so that the information can be updated or corrected, as appropriate.
- 38.6 We will only retain the information gathered for as long as we consider to be necessary, having regard to relevant laws and regulations, including those relating to record keeping and prescription periods, in Jersey. Such information may be retained after the account has been closed, and for customer identification purposes in accordance with our record keeping policy.
- 38.7 We may wish to send to you information on services or other offerings which we believe will be of interest to you. Where you do not wish to receive such marketing information you should either tick the "opt out" box on the relevant document that forms part of the relevant Application Document, or write to our Data Protection Officer and request the cessation of this activity.
- 38.8 You and any individual in respect of whom we hold personal data has, subject to any exemptions provided for by the Data Protection Law, a right to a copy of the personal data, including sensitive personal data (as such terms are defined under the Data Protection Law) about them held by us. Such personal data may be obtained by writing to our Data Protection Officer, and, in accordance with the Data Protection Law, paying the applicable fee, if any, and providing further information (including appropriate proof of identity) as requested by us.
- 38.9 We may make searches with licensed credit reporting or fraud prevention agencies, which will keep a record

of that search. Where you are a body corporate or a partnership, we may also make enquiries with licensed credit reporting or fraud prevention agencies about your directors or partners (as the case may be). In connection with any request for credit or an authorised overdraft, we may make searches on public registers of mortgages, charges, liens or other security interests, and the relevant registrar may keep a record of that search. We may also disclose information to credit reporting agencies about you and details of how the account is operated in instances such as where you have fallen behind with repayments on a debt or other liability owed to us.

- 38.10 By agreeing to these Terms you confirm that you consent to the collection, use, processing, disclosing or transferring of your information as described in these Terms provided that we obtain an individual's express consent in relation to the individual's personal information that constitutes sensitive personal data (as defined in the Data Protection Law). If you provide us with personal data concerning other individuals (such as a spouse or civil partner) you confirm that you have obtained their express consent to our collecting and processing their personal data as described in these Terms, and can demonstrate this to us if requested. Where you are a corporate customer, you confirm that in respect of each individual whose information you provide to us (such as a director or beneficial owner) you have obtained their consent to provide the personal data to us and for us to process it as described in these Terms, and you can demonstrate this to us if requested.
- 38.11 By agreeing to these Terms you also confirm that you consent to our use of third parties to provide you with information and/or to process transactions, some of which may require your information. You agree to such disclosure and further agree that we and/or RBC shall not be liable for any direct or indirect technical or systems issues, consequences, or damages arising from the use of any third party's website or information provided to such third party by you or us to process your transactions.

39. CONFIDENTIALITY

- 39.1 We may only disclose or transfer your information for the purposes set out in these Terms to:
- (a) our and RBC's employees, agents and service providers, who are required to maintain the confidentiality of this information;
 - (b) companies and organisations that assist us to process transactions under these Terms including, but not limited to, stock exchanges and clearing houses;
 - (c) regulatory, police authorities or law enforcement and fraud prevention agencies, where we or RBC is compelled or permitted or required to do so by order of a court or governmental or administrative tribunal or by law, regulation or any other legal requirement;

- (d) credit reporting agencies, who we provide credit, financial and other related information and who may share it with others;
- (e) any joint client with whom you hold a joint account, and/or any person you nominate in the Application Documents (or otherwise) as having authority on your account;
- (f) any person to whom we may assign or transfer our rights and/or obligations under these Terms or any third party as a result of a restructuring, sale or acquisition of the Royal Bank of Canada or any of its direct or indirect subsidiaries, provided that the recipient uses the information for the same purpose as it was originally supplied to us and/or used by us;
- (g) such persons as we believe is necessary where a failure to make such disclosure would result in damage to our reputation or good standing, expose us to civil or criminal prosecution in any jurisdiction or where failure to make such disclosure would in our opinion be prejudicial to us, RBC, our nominees, advisors or agents or to such other person that we or RBC believe in good faith have a right to make a request for disclosure; and
- (h) any other person where disclosure is made at your request or with your consent (including your advisors or agents), or if otherwise permitted by these Terms.

40. TRANSFERRING YOUR RIGHTS UNDER THESE TERMS

- 40.1 You may not transfer or assign any of your rights or obligations under these Terms without our prior written consent.
- 40.2 Subject to any applicable laws, regulations or rules, we may at any time transfer or assign our rights and obligations under these Terms to another member of RBC or a company or firm authorised to carry on investment business in the jurisdiction where the Service is provided.

41. DISPUTES AND LANGUAGE

- 41.1 These Terms and any dispute or claim arising out of or connection with it in respect of the Service, shall be governed by and construed in accordance with the laws of Jersey. You hereby submit to the non-exclusive jurisdiction of the Royal Court of Jersey in all matters relating to the Service.
- 41.2 All documents and communications between us and you will be in English.

42. RELIANCE

You acknowledge and confirm that in entering into the Agreement, you have not relied on any representation or documents other than as contained in the Agreement.

43. SEVERANCE

If any provision or clause of these Terms is or becomes void or unenforceable, in whole or in part, it shall not affect the validity of the remaining provisions and clauses of these Terms.

44. ENTIRE AGREEMENT

The relationship between you and us in respect of the Service is as described in the Agreement, which supersedes all previous agreements between you and us (if any) concerning that relationship.

45. CHANGES TO THESE TERMS

- 45.1 We may amend these Terms from time to time.
- 45.2 If the amendment to these Terms is to your disadvantage, then we will send you a formal notification together with a summary of the major changes and their impact (**Personal Notice**), at least 30 days in advance of the amendment coming into effect.
- 45.3 If the amendment to these Terms is not to your disadvantage, then we may make the changes immediately and tell you about them within 30 days (**General Notice**).
- 45.4 Any amendment to these Terms will be deemed to have been accepted by you unless you notify us in writing of your objection to the amendment, within 30 days of receipt of the Personal Notice or General Notice (each of which shall be deemed to have been received by you in accordance with Clause 35.7), in which case the amendment will not take effect in relation to you and you will be deemed to have given notice, with effect from the date of receipt of your notice of objection, to terminate the Service in accordance with Clause 20 of these Terms.
- 45.5 These Terms and any notices regarding amendments may be published on our website at: www.rbcwealthmanagement.com.

46. BINDING EFFECT

These Terms shall be binding upon you and your permitted assigns (if any) and where you are a company, your successors in title and where you are an individual, your heirs and personal representatives.

47. NO WAIVER

- 47.1 If we fail to exercise or delay in exercising any right or remedy provided by these Terms or by law, the failure or delay by us will not constitute a waiver of such right or remedy.
- 47.2 If we exercise or partially exercise any right or remedy provided by these Terms or by law we will not be prevented from further exercising such right or remedy.

48. OUR REGULATORY STATUS

- 48.1 We are regulated and licensed by the Jersey Financial Services Commission to conduct investment business under the Financial Services (Jersey) Law 1998.
- 48.2 We are not authorised under the United Kingdom's Financial Services and Markets Act 2000.
- 48.3 In some or all aspects the regulatory regime applying in Jersey, including any compensation or investor protection arrangements, may be different from those of your own jurisdiction. In particular, Jersey does not have any investor protection or compensation arrangements which would cover your investments made using this Service.

INVESTMENT RISK WARNINGS

All investments involve a degree of risk of some kind. This section describes some of the risks which could be relevant to the services we provide to you. We may provide further risk information during the course of our services to you, as appropriate. Our services relate to investments whose price depends on fluctuations in the financial markets outside our control. Investments and the income from them may go down and you may get back less than the amount you invested. Past performance is not a guide to future performance.

While you may choose to either delegate portfolio management responsibility (discretionary investment management service) or retain decision making authority over your investments (through our advisory or execution only service), it is important that you understand the nature of the risks you are undertaking. Risks to a portfolio are multi-faceted and we highlight below some of the main potential risk factors. Furthermore, while each investment component will have specific characteristics, investors should also consider the overall portfolio which may either increase or decrease the risk of each holding.

GENERIC RISK TYPES TO CONSIDER.

Concentration risk: Where significant percentages of a portfolio are held in a single security or asset class or highly correlated securities, volatility may be very high relative to broader market indices. Concentrations may occur with counterparties (issuer), asset class, issuer, industry, or currency.

Credit risk: This risk is typically associated with fixed income instruments but applies to any instrument where repayment depends on the ability of an entity to settle an obligation. The risk borne is that the issuer may default in part or in full on their obligation.

Counterparty risk: Conceptually the same as 'Credit Risk', but generally used to describe the risk of less direct exposures such as the issuer on a structured product, some Exchange Traded Funds (etfs), or the entity behind a derivatives contract.

Currency risk: Currency can either directly or indirectly affect an investment. The value of a holding will be directly affected by foreign exchange movements where the investor's reference currency is different from the investment currency. For investments such as equities, the value of the underlying investment may also be indirectly affected by currency where foreign exchange movements influence the market economy and competitiveness of companies.

Liquidity risk: There are two types of 'liquidity risk'. Firstly, by design a structure may render funds inaccessible to the investor over certain periods of time as a result of lockups or redemptions, leaving the investor open to market risk during these interim periods. Secondly, if market volumes in an investment are low, an investor may be unable to find a buyer or seller to match their position or may only be able to buy or sell at disadvantageous prices.

Market risk: Any investment is subject to market fluctuations and thus there can be no assurance that an investment will return its original value or that appreciation will occur.

Political risk: Countries with political instability or where political bodies can exert a strong influence on markets and business practices may be subject to greater volatility. Political risk is present if the potential returns on an investment could be significantly affected by a political entity's decisions rather than by predominantly economic and market factors. Political risk may include the potential for currency controls, expropriation, and insufficient legal or regulatory infrastructure.

Rollover risk: Rollover risk is faced by countries and companies when their debt is close to maturity and must be 'rolled over' into new debt. If market conditions have deteriorated since the issue was last financed, the costs of the new financing may be considerably higher, or it may not even be possible to find new buyers to provide refinancing for maturing debt.

Inflation risk: Erosion of real capital value relative to its future purchasing power.

Transparency complexity risk: Some products such as hedge funds, structured products, fund of funds, and private equity may not give clients full or real-time transparency on holdings or have complex underlying positions. Investors should take particular care in understanding the structure of these holdings and the nature of the product prior to investing.

Leverage risk: Where lending is either secured by a portfolio or is embedded in a product, investors may be particularly exposed to increased market risk and liquidity risk in adverse markets.

SCHEDULE 2

ORDER EXECUTION DISCLOSURE STATEMENT

The purpose of this Order Execution Disclosure Statement is to provide you with information about how we handle transactions for you where we carry out a transaction, other than in respect of an investment in a collective investment fund or in a long term insurance product, in order to meet our regulatory requirements in respect of best execution.

THE BEST EXECUTION OBLIGATION

Applicable regulation requires us to take all reasonable care to achieve the best possible result, taking into account relevant factors detailed below, when passing orders to other persons for execution. This is referred to as “best execution”.

Our regulatory obligation to provide you with “best execution” does not mean that we owe you any fiduciary obligations over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

RELIANCE ON ANOTHER PARTY

We are permitted under applicable regulation to rely on another person who executes the transaction to provide best execution if we believe on reasonable grounds that that person will do so. We ordinarily execute transactions by passing the orders to Royal Bank of Canada Investment Management (U.K.) Limited (“RBCIMUK”) who will either access a market directly or pass the orders to another person (such as a broker) for execution. However if circumstances require it we may also pass orders directly to a broker without the involvement of RBCIMUK.

RBCIMUK is regulated in the UK by the Financial Conduct Authority (“FCA”) and FCA rules require it to take all reasonable steps to achieve the best possible result, taking into account relevant factors when passing orders to other persons for execution. Accordingly we believe we have reasonable grounds for placing reliance on RBCIMUK and RBCIMUK’s Best Execution Policy (“the Policy”) to fulfil our own regulatory requirement in respect of best execution.

RELEVANT POLICY FACTORS - RBCIMUK

Subject to any specific instructions that we accept from you, FCA rules require RBCIMUK to take into account a range of factors in deciding where to execute your order. These include price, costs, speed, likelihood of execution and settlement, the characteristics, size and nature of the order and any other considerations relevant to the execution of the order such as the execution venues to which the order can be directed.

In executing your orders the highest priority will generally be given to total consideration, representing the price of the financial instrument and the costs related to execution. However, in some circumstances for some clients, speed, likelihood of execution and settlement, the size and nature of the order and any other considerations may be given precedence over the immediate price and cost consideration where it is determined that they are instrumental in delivering the best possible results for the execution of your orders.

In determining what the best possible result is for you, the results achieved for you under RBCIMUK Policy are not compared with the results that might be achieved for you by another firm on the basis of their execution policy.

EXECUTION ARRANGEMENTS AND VENUES

“Execution venues” are markets where financial instruments are bought and sold. This can include regulated markets, such as the London Stock Exchange and Multilateral Trading Facilities (“MTF”), although your orders may be executed on a venue that is not an EU regulated market or MTF. Whilst your orders will not generally be executed outside an EU regulated market or an MTF, there may be circumstances in which this is in your best interests. We set out below the execution venues used by RBCIMUK where your orders will most regularly be executed and upon which significant reliance is placed to meet the best execution obligation.

Please note that this is not an exhaustive list and execution may occur on other venues from time to time provided those venues are consistent with the Policy.

- AMEX
- Euronext Paris Stock Exchange
- London Stock Exchange
- NASDAQ
- New York Stock Exchange
- Tokyo Stock Exchange
- Toronto Stock Exchange
- SIX Swiss Exchange
- Xetra

In relation to some financial instruments there may be only one possible execution venue. In executing an order on your behalf in such circumstances it will be assumed that best execution has been achieved.

TRANSMITTING AN ORDER TO A BROKER

RBCIMUK may either access the venue directly or transmit your order to a broker or dealer that has been approved in accordance with the firm’s broker selection policy. In some instances RBCIMUK may determine the ultimate execution venue itself, in line with the RBCIMUK Policy, and then instruct the broker.

We may also transmit your order directly to a broker for execution (without relying on RBCIMUK).

Proper due diligence on financial, compliance and regulatory issues is undertaken on all new brokers being selected and we and RBCIMUK only trade with brokers that have been approved in this way. Where we or RBCIMUK transmit your order to a broker for execution we will satisfy ourselves that the broker has arrangements in place to comply with the best execution obligation taking into account the factors relevant to your order (see above).

While we endeavour to satisfy ourselves that the arrangements we have in place will provide you with the best possible result on a consistent basis, we cannot guarantee that we will be able to

provide you with best execution for every order we execute or is executed by RBCIMUK on your behalf.

Monitoring and review of the policy and order execution arrangements

Applicable regulation requires us to monitor the effectiveness of our best execution arrangements for which the Company is ultimately responsible. Should this process identify any deficiencies we will, where appropriate, make changes to our arrangements.

Further information

If you would like further information on any aspect of our order execution policy please contact your Relationship Manager.

SUMMARY OF CONFLICTS OF INTEREST POLICY

RBC Investment Solutions (CI) Limited (the “Company”) maintains a Policy framework to govern the identification and management of conflicts of interest which may exist between it, its employees, its clients and RBC including RBC’s own employees and clients. This framework consists of the RBC’s Conflicts of Interest Policy underpinned by various detailed supplemental policies at local level to address specific areas of potential conflict arising out of its and RBC’s structure and various lines of business.

The Company’s Management Committee (the “Committee”) meets regularly and considers the identification and management of conflicts on a periodic basis. Guidelines and procedures are in place to ensure the Committee is alerted to newly identified areas of conflict of interest within the business and to ensure that there is adequate segregation of duties and sufficient supervision/oversight of employees as well as effective information barriers and other measures to ensure that potential areas of conflict are effectively mitigated.

The principal policies in place to address conflicts of interest, and their purpose, are as follows:

Employee Code of Conduct This code requires the highest possible standards of honesty and ethical behaviour amongst employees. All employees are required to attest to having read this policy upon joining and are periodically tested on their knowledge of the code.

Outside employment This policy requires pre-approval of any employee wishing to take up an outside employment (including a directorship or trusteeship) whether remunerated or not. Approval will not be granted if the proposed appointment presents a conflict with our business or our clients (for example, a directorship at a competitor firm is unlikely to be approved).

Personal Account Dealing Policy This policy is designed to prevent conflicts which might otherwise arise where our employees are trading on their own account in securities which we could be buying or selling on behalf of our clients. The policy requires the Company’s employees to follow strict internal rules, including pre-approval, when they wish to trade in securities on their own account.

Gifts and Hospitality Policy This policy places restrictions on the type and value of gifts and entertainment received or given by our employees, in order to prevent employees from being improperly influenced in the performance of their responsibilities.

Suitability Policy This policy details our response to complying with the regulatory requirements for assessing suitability for advised services. Included in this policy are details of what information will be gathered from you to assess suitability and also details what monitoring and record keeping arrangements are in place to ensure that investment recommendations to purchase related RBC products or services are suitable to meet your needs.

Information Barriers Policy This policy places tight restrictions on the ability to share client, portfolio and trading information amongst different parts of RBC. As such, it facilitates the effective management of conflicts arising where the Company deals with other entities within the RBC group of companies, for example:

- By preventing the situation where confidential information received by another part of RBC becomes known within the Company, thereby potentially affecting its ability to act in the best interests of its clients
- By ensuring confidentiality and independence between RBC’s principal investing activities and the Company’s fiduciary activities.

ORDER EXECUTION AND ALLOCATION POLICIES

All trading activity is subject to strict internal rules based upon applicable regulation. These include, inter alia, the need to execute client orders in due turn and the operation of a pro rata allocation policy, both of which are designed to ensure that no one client is favoured over another.

If you require further information concerning our Conflicts of Interest Policy or our conflicts management framework, please contact your Relationship Manager.

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