

# Terms of Business for Investment Services from RBC Europe Limited and Custody Services from Royal Bank of Canada (Channel Islands) Limited

RBC Europe Limited

*and*

Royal Bank of Canada (Channel Islands) Limited

Effective date: 1 August 2024

RBC Wealth Management



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## TERMS OF BUSINESS

### 1. INFORMATION ABOUT US AND OUR SERVICES

#### 1.1. RBC Europe Limited

- 1.1.1 RBCEL's full name is RBC Europe Limited.
- 1.1.2 RBCEL is incorporated in England & Wales under number 995939 and its registered office is at 100 Bishopsgate, London, EC2N 4AA. RBCEL's telephone number is +44 (0)20 7653 4000 and its fax number is +44 (0)20 7329 3482.
- 1.1.3 RBCEL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. RBCEL is entered on the Financial Services Register with Firm Reference Number 124543. The Financial Conduct Authority can be contacted at 12 Endeavour Square, London E20 1JN, and the Prudential Regulation Authority can be contacted at 20 Moorgate, London EC2R 6DA. The services RBCEL is authorised to provide include investment advice, discretionary investment management, custody and dealing services.
- 1.1.4 RBCEL provides the services listed in Clause 2. As part of the account-opening procedures you indicate, in the Account Opening Documents, which service(s) you require and you also have the opportunity to state limits and restrictions that you wish us to observe. 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 6 below. We may ask you for additional information to the information you provide in the Account Opening Documents 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 so please ensure all information is accurate and up-to-date and that relevant details and information (and changes to it) are not withheld. Where we merely explain the term of an investment product or its performance characteristics, this does not constitute advice on the merits of a transaction in the investment product.

#### 1.2. Royal Bank of Canada (Channel Islands) Limited

- 1.2.1 RBCCI's full name is Royal Bank of Canada (Channel Islands) Limited.
- 1.2.2 RBCCI is a company incorporated in Jersey (registered company number 139048) and has an office at Gaspé House, 66-72 Esplanade, St. Helier, Jersey, Channel Islands, JE2 3QT. RBCCI is regulated by the Jersey Financial Services

Commission in the conduct of deposit taking, fund services and investment business in Jersey. RBCCI is not authorised under the Financial Services and Markets Act 2000.

- 1.2.3 RBCCI provides the Custody Service described in Clause 3.
- 1.2.4 RBCCI reserves the right, at its absolute discretion, to determine which office of RBCCI shall provide the Custody Service to you.
- 1.3. Definitions and Interpretation
- 1.3.1 In this document the following words have the meanings set against them below:

**"Account Opening Documents"** means the account opening documents you must complete and sign in order to become a client;

**"Agreement"** means the documents listed in Clause 4.3 as (in each case) amended from time to time which together form the terms of a legally binding agreement between you and us;

**"Associate"** means any company in the Royal Bank of Canada (RBC) group of companies and the directors and employees of any such company;

**"Business Day"** means a weekday on which the clearing banks in the City of London are normally open for business (and, in respect of the Custody Service, such term shall also mean a weekday which is not a public holiday in Jersey);

**"Cash Account"** means (solely in the context of the Custody Service) an account forming part of the Custody Account that is used to hold cash in connection with the operation of the Custody Account and to settle transactions and receive dividends and other related payments (for the avoidance of any doubt, a Cash Account is not a standard bank account and cannot be used to make payments to third parties that are not directly related to the purchase of securities or any other assets that are eligible to be held in a Custody Account and such account is not subject to the bare trust which otherwise applies to Property held under the Custody Service);

**"CIFO"** means the Channel Islands Financial Ombudsman;

**"Client Risk Profile Form"** means the client risk profile form we agree with you, in writing, in relation to the provision of our Managed Advisory Investment Service;

**"Custody Account"** means an account opened with RBCCI to which Property held by RBCCI under the Custody Service is recorded;

**“Custody Service”** means the custody service described in Clause 3 below;

**“Designated Markets”** means markets which have been identified as being high risk and designated as Designated Markets by RBCCI and specified in the Designated Markets Schedule as may be amended by RBCCI from time to time;

**“Designated Markets Schedule”** means the schedule issued from time to time by RBCCI reflecting details of the markets which RBCCI has identified as being high risk;

**“Discretionary Investment Management Service”** means the discretionary investment management service described in Clause 2.4 below;

**“Effective Date”** means the date on which we send you written acceptance of your application after we have received your fully completed and signed Account Opening Documents or in the case where we only provide you with Relationship Management Services, the date we start providing you with that service (if earlier);

**“Execution-only Service”** means the non-advised service described in Clause 2.3 below;

**“FCA”** means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN;

**“FCA Rules”** means the FCA Handbook of rules and guidance as amended, replaced or supplemented from time-to-time;

**“Fee Tariff”** means each of our tariffs of fees and charges in respect of the Managed Advisory Investment Service, the Custody Service, the Discretionary Investment Management Service and the Execution-only Service (each is a “Fee Tariff” and together “the Fee Tariffs”) as the case may be and provided to you, as may be updated from time to time in accordance with Clause 19.1;

**“FOS”** means the Financial Ombudsman Service;

**“FSCS”** means the Financial Services Compensation Scheme;

**“Independent Advice”** means advice and recommendations RBCEL may give you after RBCEL has assessed your needs. These will be based on a sufficient range of relevant products available on the market that are sufficiently diverse with regard to their type and issuers or product providers and not limited to relevant products issued or provided by RBCEL or RBCEL’s Associates or other entities with which RBCEL has close legal or economic relationships. This is to prevent a risk of impairing the independent basis of the advice provided;

**“Investment Policy Statement”** means the investment policy statement RBCEL agrees with you, in writing, in relation to the provision of RBCEL’s Discretionary Investment Management Service;

**“Investment Professional”** means the individual(s) appointed by RBCEL from time to time and notified to you as your investment professional in relation to your Portfolio;

**“JFSC”** means the Jersey Financial Services Commission;

**“Liabilities”** means liabilities, losses, damages, costs, claims and expenses of any kind;

**“Literature”** means any brochure or any other literature describing the Custody Service, issued or supplemented from time to time and provided to you;

**“Managed Advisory Investment Service”** means the managed advisory investment service described in Clause 2.1 below;

**“Permissible Commission”** means any commission (both initial and recurring) that is allowed by the applicable law, rules and regulations in Jersey or elsewhere;

**“Portfolio”** means the money and investments in relation to which RBCEL provides the Managed Advisory Investment Service, the Discretionary Investment Management Service and/or the Execution-only Service, as applicable;

**“Professional Clients”** means clients who are classified as professional clients under the FCA Rules;

**“Property”** means any securities or assets which are held by RBCCI as nominee and bare trustee for you using the Custody Service, other than cash or investment contracts booked directly in your name;

**“RBC”** means the Royal Bank of Canada and/or direct and indirect subsidiaries;

**“Regulatory System”** means:

- (a) in respect of RBCEL, the arrangements under which the FCA regulates RBCEL’s activities under the Financial Services and Markets Act 2000; and
- (b) in respect of RBCCI, the arrangements under which the JFSC regulates RBCCI’s activities;

**“Relationship Manager”** means the individual who is appointed by us from time to time and notified to you in writing as your relationship manager in relation to the relevant services provided to you under these Terms and/or provided by our Associate;

**“Relationship Management Services”** means the limited services provided to you by your Relationship Manager (or anyone who acts for us in that capacity) as described below at Clause 2.5;

**“Restricted Advice”** means advice and recommendations RBCEL may give you after RBCEL has assessed your needs but which does not constitute Independent Advice;

**“Retail Clients”** means clients who are classified as retail clients under the FCA Rules;

**“Systematic Internaliser”** means an investment firm which on an organised frequent systematic and substantial basis, deals on its own account when executing client orders outside a regulated market, a multilateral trading facility, or an organised trading facility without operating a multilateral system;

**“Terms”** means the terms of business set out in this document (as amended from time to time in accordance with Clause 27);

**“Trading Venue”** means a regulated market, a multilateral trading facility, an organised trading facility, a Systematic Internaliser, a market maker, and other liquidity providers;

**“Valuation”** means a custody statement of assets, asset listing or valuation prepared by RBCCI for you in respect of the Custody Service.

1.3.2 In these Terms a reference to “we”, “us” or “our” refers to both RBCEL and RBCCI unless a particular clause or paragraph is expressed to be applicable to one or other of RBCEL and RBCCI, in which case such a reference in that clause or paragraph shall refer to that company only.

1.3.3 A reference to “you” or “your” refers to the relevant client entering into these Terms upon acceptance as a client for the relevant service applied for, and refers to either or both clients in the case of joint clients. It also refers to agents, attorneys or others you properly delegate authority to in order to act on your behalf in respect of these Terms and the relevant service being provided to you in respect of notices, communications and carrying out transactions in respect of these Terms.

1.3.4 A reference to a statutory provision includes a reference to such provision as amended, restated or replaced from time to time.

1.3.5 Words and expressions not defined in these Terms but which are defined in the FCA Rules have the same meanings as in the FCA Rules.

1.3.6 Reference to the singular will where the context allows include the plural.

1.3.7 References to clause or paragraph numbers are to clauses or paragraphs in the Terms or Schedules in which they appear.

1.3.8 Reference to any gender or neuter includes the other genders.

1.3.9 Headings are used for reference only and do not affect the meaning of the clause or paragraphs

1.3.10 Reference to a time of day shall be construed as a reference to London time.

1.3.11 Any reference to the term “written” or “in writing” shall include email.

1.3.12 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms

## 2. RBCEL'S SERVICES

In this Clause 2 a reference to “we”, “us” or “our” shall refer to RBCEL only.

2.1. Managed Advisory Investment Service

2.1.1 When we provide this service we make recommendations to you and provide advice consistent with your risk profile (as set out in the Client Risk Profile Form) and objectives. We will assess suitability both in relation to each individual transaction and in relation to your Portfolio as a whole. You may accept or reject our recommendations.

2.1.2 Clients investing through the Managed Advisory Investment Service should note that we provide Restricted Advice. The range of investments we may recommend to you include those listed in Clause 2.6. Our advice is Restricted Advice because it is limited to advice on investments from a limited selection of investment product providers, which includes RBC. We will advise and make a recommendation to you after we have assessed your needs. We offer advice on limited types of products (which we offer from a limited number of companies) aligned to our areas of expertise. A list of the companies and products we offer advice on is available upon request.

2.1.3 Please refer to Clause 17 for general and specific risks that you should consider carefully. Our Managed Advisory Investment Service may not be suitable for all investors. There are additional risks specific to the Managed

Advisory Investment Service that you should also consider carefully:

- (a) you should only invest money that you are willing to and able to put at risk and you should seek advice from us or a third party professional advisor about what level of commitment is right for you before receiving any advice under the Managed Advisory Investment Service;
- (b) under the Managed Advisory Investment Service we will not advise you on how to satisfy your wider financial needs; and
- (c) an investment strategy that invests in high risk investments over a short period of time may result in significant losses including your entire investment.

2.2. Intentionally left blank.

2.3. Execution-only Service

2.3.1 When we provide the Execution-only Service, we deal, on receipt of written instructions from you, as riskless principal, or on your behalf as agent in a transaction to buy or sell investments. We will not advise you about the merits of the transaction or the suitability of the execution-only transaction. In relation to non-complex instruments (for example, shares traded on a regulated market such as the London Stock Exchange and some UCITS funds), this means that you will not benefit from any of the requirements relating to our assessing the appropriateness of the transaction for you; you will instead rely on your own judgement and you will need to assess each transaction on your own and we will not assist you in that assessment. In addition, unless we have provided you with research in connection with the transaction, by entering into the transaction on an execution-only basis, you expressly confirm that we have not made any representations, recommendations, or suggestions to you and you have not relied on any research or information you have received from us or any of our Associates in connection with that transaction.

2.3.2 Some investments are categorised as “complex” (for example a derivative, an instrument that gives rise to a contingent liability or a structured UCITS fund) and in that case we are required under the FCA Rules to assess whether the transaction is appropriate for you by reference to your experience, knowledge and understanding of the risks involved. If we consider on the basis of the information we have about you that the execution-only transaction is not appropriate for you we will warn you about this. If despite

our warning(s) you instruct us to proceed with the transaction we reserve the right not to do so having regard to the circumstances.

2.3.3 Where a transaction is executed on an execution-only basis, we assume no financial responsibility for the transaction and as a result, we will not be responsible to you if the transaction is not adequately covered by the funds in your account. We will not monitor or notify you of any movements in your account and you are solely responsible for settling any transactions which are executed before the date our relationship with you is terminated.

2.3.4 In accordance with Clause 4.11 below, please let us know as soon as possible if there are any changes to the information you have provided us with as we will use this information in relation to transactions involving “complex” instruments to determine whether an investment or transaction is appropriate for you.

2.4. Discretionary Investment Management Service

2.4.1 When we provide this service we exercise discretion over the contents of your Portfolio (subject to the limits and requirements of the Investment Policy Statement, or which you notify to us in writing from time to time) and we deal on your behalf in a transaction to buy or sell investments for your account in accordance with our decisions.

2.4.2 We will agree with you an appropriate method of evaluation and comparison if you are a Discretionary Investment Management Service client to assist you in assessing the performance of your Portfolio. We do not guarantee that your Portfolio will perform in line with any chosen benchmark or other measure. If we do agree a benchmark we will provide you with the specification of this benchmark. However, this does not mean that your Portfolio will be based on the investments which make up the indices in the benchmark or will necessarily follow their asset allocation or performance.

2.4.3 We will also agree an Investment Policy Statement with you, which will include your investment objectives, the level of risk to be reflected when we exercise our discretion and any constraint on our discretion. Subject to us exercising our discretion in line with your investment objectives and the restrictions we have agreed with you we may provide Discretionary Investment Management Services in relation to the investments listed in Clause 2.6.1 below.

2.4.4 Please note that our ability to exercise discretion over your Portfolio in accordance

with such limits and requirements could be affected by events or circumstances that we cannot reasonably control, such as market movements which affect the price or value of assets in your Portfolio. In such a case your investment restrictions could be breached and we will take such action as we think appropriate in the circumstances. Please note that we are not responsible for any breaches in relation to your investment objectives or restrictions as a result of such circumstances, unless (and to the extent that) it results from our negligence, wilful default or fraud.

- 2.4.5 Clients for this service will use the Custody Service provided by RBCCI, unless we expressly agree otherwise in writing.
- 2.4.6 We will, acting as your agent, and subject to any restrictions you impose:
- (a) have complete discretion over your Portfolio and manage it with a view to achieving your investment objectives;
  - (b) without prior reference to you buy, sell, retain, exchange or otherwise deal with investments and other assets, make deposits, subscribe to issues and offers for sale, accept placings, underwritings and sub-underwritings of any investments and execute transactions and arrange transactions on any markets (subject to our execution policies);
  - (c) negotiate and execute documentation required in connection with any transaction;
  - (d) take all routine or day to day decisions and otherwise act as we judge appropriate, subject always to our obligations under the FCA Rules including those regarding suitability and best execution.
- 2.4.7 We will not commit you to supplement the funds in your Portfolio either by borrowing money or assets on your behalf or by committing you to a contract the performance of which may require you to supplement the funds in your Portfolio.
- 2.4.8 Subject to your investment objectives and restrictions we may commit you to underwrite any issue (which means that you may be responsible for a portion of such an issue of securities) or offer for sale of investments, including where an Associate is leading or advising on the issue.
- 2.4.9 Clients investing through the Discretionary Investment Management Service should note that we may invest your Portfolio in collective investment schemes. Where we do this we use

a restricted panel of investment managers and offer discretionary management in a restricted range of funds and fixed income products. A list of the managers, products and services we use is available on request.

- 2.5. Relationship Management Services
- 2.5.1 Your Relationship Manager will assist you with relevant services provided to you under these Terms and/or provided by our Associates. Where the services are provided by our Associates (or any of them) alone and you elect not to have any other business relationship with us, these Terms shall continue to apply to the limited activities of the Relationship Manager including where:
- (a) you provide personal and other information to your Relationship Manager;
  - (b) the Relationship Manager is involved with assisting with a review of the services you have with our Associates (in which case the Relationship Manager may rely on information about you provided to us by our Associates); or
  - (c) your Relationship Manager arranges additional services, in each case subject to and in accordance with the FCA Rules, as applicable.
- 2.5.2 Any information exchanged between your Relationship Manager and our Associates will be used in accordance with the privacy and/or data protection provisions set out in the terms of business of the relevant Associate. Except where we have been negligent, wilfully at fault or acted fraudulently, your Relationship Manager is not responsible for the provision of products or services provided by our Associates and, instead, the RBC entity with which you have accounts or from whom you directly or indirectly receive services will have the regulatory responsibility for the operation or delivery of such accounts and services. There is no charge for the services of the Relationship Manager in this role.
- 2.6. Investments
- 2.6.1 We may provide our services in relation to the following types of investment:
- (a) equities, exchange traded funds, American depository receipts and global depository receipts;
  - (b) convertible, commercial paper, government, sovereign, agency and corporate bonds;
  - (c) foreign exchange (FX) spot, forwards, options, non- deliverable-forwards and FX linked deposits;

- (d) open-ended and closed-ended funds and other collective investment schemes;
- (e) warrants to subscribe for investments;
- (f) structured notes, certificates, options, mini-futures;
- (g) over-the-counter derivatives;
- (h) commodities; and
- (i) cash.

2.6.2 All investments carry risks – Clause 17 contains further information regarding certain key investment risks.

### 3. CUSTODY SERVICE

3.1. RBCCI offers the Custody Services from its office in Jersey. The Custody Service is provided in accordance with the regulatory requirements of the JFSC. RBCCI will not provide the Custody Service until such time as RBCCI has received duly completed Account Opening Documents from you, completed to RBCCI's satisfaction, and such other documentation and information as RBCCI may require.

3.2. You will be required to specify (in the Account Opening Documents) the currency in which all Property held in your account is to be expressed in when Valuations are prepared by RBCCI for you (the "Base Currency").

3.3. Property held in your account will normally be valued at mid-market close of business quotations as supplied by an external source or at cost where there is no established market, unless otherwise agreed in writing. Property valued in currencies other than the applicable Base Currency will be nominally converted, for reporting purposes, to the designated Base Currency based upon RBCCI's prevailing exchange rate at the time of conversion.

RBCCI's duties in respect of valuing the Property shall not extend beyond the obligations described above, and for greater certainty, RBCCI shall be under no obligation (under contract, tort, or any other applicable analogous law of obligations) to conduct any diligence to verify or confirm any information or quotations provided by a third party, and you shall waive to the fullest extent permitted by applicable law any liability of RBCCI in respect of any information or quotations provided by a third party.

3.4. The Custody Service allows you to hold a wide range of assets and investments (including for example equities and bonds, among others) as permitted by RBCCI from time to time and specified in the Literature relating to the Custody Service. Charges are levied in

accordance with the Fee Tariff.

3.5. Cash Accounts to hold cash pursuant to the Custody Service will be opened as requested from time to time by you.

3.6. Valuations are provided quarterly (as at March 31, June 30 etc.) or on the frequency agreed with you.

3.7. Valuations produced by RBCCI and provided to you from time to time may include market price information ("Market Price Data") that has been provided to and used by RBCCI under a licence agreement granted by a third party. You acknowledge and accept that you may only use such Market Price Data for your own internal purpose. You also warrant that you will not (i) copy the Market Price Data; (ii) distribute, disclose, disseminate or communicate the Market Price Data to any third party by any means whatsoever, for any reason; or (iii) create any derivative works from the Market Price Data or remove any proprietary markings from the Market Price Data.

3.8. You acknowledge that RBCCI will hold any Property as nominee and bare trustee for you and that RBCCI will not be liable for any depreciation in the value of the Property.

3.9. RBCCI will at your request and cost transfer the Property to such persons or otherwise deal with the Property at such times and in such a manner as directed by you (or by anyone duly authorised by you to give instructions on your account in accordance with the terms of your account) and will at all times execute such documents and do all such acts and things as may be necessary to procure the appropriate registration or completion of any formalities to give effect to any such transfer or dealing.

3.10. In the absence of instructions to the contrary, RBCCI shall:

3.10.1 hold all bearer securities in safe custody and all registered securities in the name of RBCCI or its nominees or its sub-custodians or in such other name as may be appropriate under the laws of the countries having jurisdiction over the issuers of the relevant securities; and

3.10.2 collect, receive and hold dividends, interest, coupons and other income and other payments of any kind with respect to the Property; and

3.10.3 execute ownership and other certificates and affidavits in connection with the collection of dividends, interest, coupons and other income, setting forth in any such certificates or affidavits your name as the beneficial owner of the Property; and



- 3.10.4 present for payment all coupons and other income payments requiring presentation; and
- 3.10.5 present for repayment any Property that may mature or be called, redeemed or retired or otherwise become repayable.
- 3.11. RBCCI shall have the right at any time to refuse to accept delivery of any Property, which is:
  - 3.11.1 nil or partly paid or which in the opinion of RBCCI may involve RBCCI in any liability (contingent or otherwise) or is otherwise of an onerous nature; or
  - 3.11.2 delivered to RBCCI and not properly identified as for your account or in respect of which instructions have not been received; or
  - 3.11.3 of a type or classification that RBCCI is not prepared to hold within the Custody Service.
- 3.12. In the event that you arrange to purchase or sell a security or other tradeable instrument directly with a third party broker (which, for the purposes of this Clause 3.12, shall not include RBCEL), then you will be required to provide details of the trade to RBCCI in the manner and within the deadlines prescribed by RBCCI from time to time and outlined in the Literature relating to the Custody Service. You are responsible for ensuring that (i) sufficient funds are held in their account to cover any trade relating to purchases; and (ii) the appropriate security or transferable instrument is held in your account relating to any sales.
- 3.13. Trades relating to purchases will be processed by RBCCI for contractual settlement whereas trades relating to sales will be settled on a delivery versus payment basis (i.e. a trade is subject to the condition precedent that the cash in respect of the sale is received from the third party broker). Please note that (i) delivery of shares is conditional and reliant on timely settlement by the broker and (ii) RBCCI reserves the right to cancel and reverse entries for any unmatched trades that remain outstanding for more than 14 days.
- 3.14. Dividends or other income due in respect of Property held by RBCCI for you will be processed by RBCCI on a receipt only basis. RBCCI reserves the right to correct any dividend or other income entry in the event that revised details are subsequently received from the market or paying agent.
- 3.15. RBCCI shall be under no obligation to maintain any insurance in respect of any Property which does not constitute non-registered securities, deposited with RBCCI for safekeeping or held by RBCCI's nominees or sub-custodians.
- 3.16. You acknowledge that in the event that any demand is made against RBCCI or its nominees, sub-custodians or agents in its capacity as the registered owner of the Property for payment of any sum due or RBCCI requires any instructions from you in the event of a corporate action and RBCCI is unable to obtain such an instruction from you which RBCCI in its absolute discretion considers adequate and proper, then RBCCI will proceed in any one or more of the following ways:
  - 3.16.1 take no action on a particular matter;
  - 3.16.2 take no further action at all in relation to the Property;
  - 3.16.3 seek guidance from the agent or take up the default option offered by the agent (if one is provided);
  - 3.16.4 utilise any part of the Property in or towards the satisfaction of any such demand; or
  - 3.16.5 transfer all or any part of the Property into your name, provided that RBCCI has provided you with notice that the provisions of this Clause shall apply and you have not taken such action that was specified in the notice within the timescale specified by RBCCI. You further acknowledge that no liability shall be attached to RBCCI in respect of or arising out of any action or inaction which RBCCI may take or not take in accordance with the provisions of this Clause. For the avoidance of doubt, any action taken by RBCCI as a result of the non-receipt of the required instructions from you does not constitute the exercising of discretion by RBCCI for the purposes of investment business regulations.
- 3.17. You agree that you shall not request RBCCI to carry out any instruction in relation to the Property that contravenes:
  - 3.17.1 any law whatsoever governing the issue or transfer of the Property; or
  - 3.17.2 any code or regulation governing the dealing of securities or other assets.
- 3.18. You agree that RBCCI may appoint nominees, sub-custodians and agents in any part of the world in connection with the performance of any of RBCCI's obligations under these Terms and RBCCI shall not incur any liability whatsoever arising from the negligence, fraud or default of any such nominee, sub-custodian or agent appointed in good faith.
- 3.19. You acknowledge that RBCCI will not (and will ensure as far as possible that any nominee, sub-custodian or agent will not on behalf of RBCCI) exercise any voting rights in respect

of the Property unless you have in advance provided RBCCI with instructions to exercise such voting rights.

- 3.20. You acknowledge that although RBCCI will make all reasonable efforts to forward any proxies, notices or other communications received by RBCCI in connection with any tender offer, reorganisation, merger, consolidation, rights issue, stock dividend, stock split or other similar event concerning the Property, RBCCI shall not be responsible or accept any liability for any failure to forward any such communications in sufficient time to allow you to provide instructions to RBCCI regarding the matter. This Clause 3.20 shall not apply to the extent that RBCCI is required by applicable law or regulation to ensure that any such proxies, notices or other communications are forwarded to you, in which case RBCCI shall comply with its legal or regulatory obligations in this respect.
- 3.21. You acknowledge that cash in lieu of fractional share entitlements which may arise from corporate actions concerning the Property, including but not limited to those described in Clause 3.20, will be credited to your account, subject to a minimum of £10 per entitlement or the currency equivalent thereof. Amounts of less than £10 or the currency equivalent thereof will not be allocated to you and will be retained by RBCCI.
- 3.22. Unless previously agreed between you and RBCCI, RBCCI will not forward to you any annual or periodic reports, notices or other communications received in connection with the Property. This Clause 3.22 shall not apply to the extent that RBCCI is required by applicable law or regulation to ensure that any such annual or periodic reports, notices or other communications are forwarded to you, in which case RBCCI shall comply with its legal or regulatory obligations in this respect.
- 3.23. You shall indemnify (by way of compensation to) RBCCI for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by RBCCI arising out of or in connection with RBCCI's, or its agents', actions properly taken in accordance with these Terms where a third party (including without limitation, any liquidator, administrator, bankruptcy trustee or similar insolvency official from any jurisdiction) has made a claim against RBCCI in relation to the Custody Service (including, without

limitation, claims for avoidance or claw back of transactions at an under value, or analogous claims, made in respect of Property held or formerly held pursuant to the Custody Service). You acknowledge that in providing the Custody Service, RBCCI does not have any contractual obligation or duty of care to investigate or make inquiries regarding the value of the Property or any valuation of the Property provided by a third party in respect of the Property, and you agree to waive any liability of RBCCI to the fullest extent permitted under applicable law, other than to provide such information as agreed under Clause 3.7 and to hold such the Property as nominee or bare trustee for you, subject to Clause 3.8.

- 3.24. To the extent permitted by law, you agree that the indemnity and waiver of liability set out in Clause 3.23 shall apply equally to RBC as to RBCCI.

#### **4. THE BASIS ON WHICH WE PROVIDE OUR SERVICES**

- 4.1. RBCEL is required by the FCA Rules to categorise its clients. RBCEL will treat you as a Retail Client. If you satisfy the criteria under the FCA Rules, RBCEL may choose to categorise you as a professional client, of which we will provide notification to you. Retail Clients benefit from a higher degree of protection under the FCA Rules than Professional Clients. You may ask RBCEL in writing to categorise you as a Professional Client for any individual service or for all services that RBCEL provides to you. However, RBCEL is not obliged to agree to such a request. Professional Clients may request in writing to be re-categorised as a Retail Client. Please contact your Relationship Manager for more information.
- 4.2. If you are joint clients please see Clause 18 for important information about how we treat you.
- 4.3. Our legal relationship with you is governed by the following documents which together form our Agreement:
  - (a) these Terms including the Schedules to these Terms and any side letters, or similar, we have agreed with you that supplement or amend these Terms;
  - (b) the Fee Tariffs. These set out our transaction charges, fees and other charges for our services. Please note that you may incur additional costs or taxes that are not paid via us or imposed by us;
  - (c) the Account Opening Documents;
  - (d) (where RBCEL provides the Managed Advisory Investment Service) the Client Risk Profile Form;

- (e) (where RBCEL provides the Discretionary Investment Management Service) the Investment Policy Statement; and
- (f) any other document which is agreed between us in writing concerning the provision of our services.

You should read these documents carefully. If there is anything in them that you do not understand or agree to, you should discuss this with your Relationship Manager and seek clarification.

- 4.4. You should retain a copy of your completed Account Opening Documents and any other documents within our Agreement for your records. You can at any time ask your Relationship Manager to send you a copy of your Account Opening Documents.
- 4.5. These Terms will become effective on the Effective Date.
- 4.6. We may decide not to accept your application and may reject your application at our absolute discretion and without providing any reason.
- 4.7. We have powers to change these Terms and our fees and charges. The way that we can do this is set out in Clause 27 and Clause 19.1, respectively.
- 4.8. You confirm that you have full power to enter into the Agreement and to appoint us to act in accordance with these Terms, including the power to appoint RBCCI as custodian. We provide our services on the basis that you own the investments concerned and have full power to deal with them. Whenever you instruct RBCEL or appoint RBCEL as discretionary manager, or you instruct RBCCI or appoint RBCCI as custodian, to buy, sell or hold investments, you promise that:
  - (a) you are (or will be) the sole (or joint) beneficial owner (or where you are a trustee, sole legal owner) of the investments;
  - (b) no one else has or will have any rights in respect of them, and they are free from any security such as a pledge, lien, charge, encumbrance or right exercisable by any third party other than as referred to under Clause 29.3;
  - (c) the monies or Property which you wish to deposit in your account do not represent the proceeds of a criminal act;
  - (d) you will not sell, dispose of, deal with or give anyone else any rights over them while they are held by us for you, without our prior agreement; and

- (e) you will not do anything or fail to do anything which would be a breach of any law or regulation which applies to you or which you are aware could result in our breaching a law or regulation.

You must tell us immediately if any of the statements in this Clause are or become untrue.

- 4.9. You confirm that except as disclosed to us in writing you are not operating the Portfolio or accessing any of our services on behalf of any third party.
- 4.10. You will be responsible to us and our Associates for making good any Liabilities we suffer as a direct result of a breach by you of Clause 4.8 and Clause 4.9, including as a result of any third party claiming to be entitled to any or all of the investments or monies comprised in your Portfolio.
- 4.11. It is important that we have accurate and up-to-date information about you and your circumstances as we will rely on this information when providing our services to you. You must provide full and accurate information to us and ensure that such information is not misleading and that relevant details and information (and changes to it) are not withheld. We will not be responsible to you for any actions taken by us when acting upon out of date, inaccurate or incomplete information provided by you. If you fail to provide such information we may not be able to provide our services to you. You must:
  - (a) ensure that any information you have provided to us is complete and accurate;
  - (b) notify us promptly if there is any significant change to the information provided by you (including information concerning your financial circumstances and your knowledge and experience of financial services and notifying us if your country of residence or nationality changes, for example if you marry a citizen of another country and thereby acquire dual nationality);
  - (c) provide us with all information, documentation or copy documentation that we may reasonably require in order to allow us to carry out our account opening procedures;
  - (d) provide us with any additional information as we may reasonably request from time to time in order to enable us to comply with our legal, regulatory and contractual obligations in connection with or relating to these Terms, or such further information as may be properly required by any competent

authority, in each case promptly following such request.

- 4.12. You must sign and/or produce, by the time we ask you, any documents we need to enable us to carry out our duties under these Terms including documentation relating to evidence of nationality or place of residence.
- 4.13. A failure to provide information requested by us may adversely affect our ability to provide our services under these Terms, and in some circumstances mean that we are unable to provide our services.
- 4.14. You must not disclose your account details or any security information relating to your account to anyone. Please take care when storing or disposing of information about your account. You should shred copies of documents which include your signature to avoid fraud including faxes or photocopies of your signature.
- 4.15. If you think that someone has obtained any of your account details or is using or attempting to use your security information or your signature please let us know as soon as possible. We will deal with such notification once received by us.

## 5. SUITABILITY

In this Clause 5 a reference to “we”, “us” or “our” shall refer to RBCEL only.

This Clause applies when RBCEL provides the Managed Advisory Investment Service and the Discretionary Investment Management Service.

- 5.1. We will provide our Managed Advisory Investment Service and Discretionary Investment Management Service on the basis of the information you provide to us (as applicable to each service) about:
  - (a) yourself and your knowledge and experience in certain types of investment;
  - (b) your investment objectives;
  - (c) your financial situation, including your ability to bear losses;
  - (d) the restrictions on the investments which you are prepared to hold;
  - (e) the level of risk that you are prepared to accept; and
  - (f) any other special requirements.
- 5.2. In accordance with Clause 4.11 above, please let us know as soon as possible if there are any changes to the information you have provided us with as we will rely on this information to determine whether an investment or transaction

is suitable for you. If you fail to provide this information we may not be able to provide our advice to you, or exercise our discretion, in a suitable manner. On a case by case basis, we may also request further information that is necessary for us to determine whether an investment is suitable for you. We need this information to satisfy our obligations under the FCA Rules. If you fail to provide this information we may not be able to provide our advice to you.

- 5.3. Where we provide you with any of these services we:
  - (a) will assess whether a recommendation or decision to trade is suitable for you; and
  - (b) will not recommend an investment or product to you or make a decision to trade where we consider the investment is not suitable for you.

This is so that we are able to act in your best interest.

- 5.4. Where we provide you with our Managed Advisory Investment Service:
  - (a) we will give you advice which we reasonably consider is suitable based on information we request and you provide to us in relation to your risk profile and objectives at the time you request our advice, having regard, where relevant and necessary, to the personal and financial information collected from you by us as part of the account opening procedure and/or our client information update procedure; and
  - (b) while we seek to ensure that our advice is suitable for you, all decisions on whether to invest in, hold or dispose of any investment are made at your sole discretion and we are not responsible for making this decision for you. We may decline to give advice to you at our sole discretion. We will only enter into transactions as you instruct and where we are permitted to do so, or we exercise our discretion to do so (in each case in accordance with these Terms). You can choose to invest against our advice on an execution-only basis and you have the right to decline to follow our advice. Any decision you make concerning an investment of any kind as a result of advice received from us will be at your own risk.
- 5.5. If you are a Professional Client, when we assess the suitability of an investment or transaction for you, we are entitled to assume that you:
  - (a) have the necessary level of experience

and knowledge in order to understand the risks involved in the transaction or in the management of your Portfolio; and

- (b) are able financially to bear any related investment risks consistent with your investment objectives, where we provide you with our Managed Advisory Investment Service.

5.6. Where we provide you with our Managed Advisory Investment Service we will normally provide you with a suitability report before the transaction is concluded. Where prior delivery is not possible because the agreement to buy or sell is concluded by means of a distance communication:

- (a) we will give you the option to delay the transaction; and
- (b) you agree that we may provide the suitability report immediately after the relevant transaction.

The suitability report will outline the advice and how the recommendation is suitable for you, including how the advice meets your preferences, investment objectives and other characteristics. We will not usually provide you with a suitability report if you are a Professional Client.

5.7. We will also provide you with a written assessment of the suitability of the investments we have recommended to you under our Managed Advisory Investment Service or our Discretionary Investment Management Service on a regular basis. This assessment will take place at least annually, either as part of our annual client review process or where there is a material change to your circumstances that you have notified us of in accordance with Clause 4.11. As part of the assessment we will confirm that the information we hold about you, including the information that you have provided to us in the Account Opening Documents, is accurate and up-to-date. We will rely on this information to assess whether the recommendations we have made to you remain suitable for you, so it is important that you provide us with full and accurate details of any changes to your circumstances.

5.8. We will only give advice on investment products that are within our area of expertise and we will notify you in the event that the advice requested is in a field that falls outside our specialisation. We may require you to sign and return additional risk warning disclaimers if you ask for advice on particular investment types.

5.9. If we advise you against entering into a transaction but you decide to proceed with the transaction on an execution-only basis contrary to our advice, your fee will be calculated on a per transaction basis by reference to the type and market value of the investment based on the Fee Tariff. A separate note will be sent to you concerning the execution-only transaction, confirming that no investment advice was provided by us in respect of that transaction.

5.10. There will be no restriction on the value or geographical location of any one investment or the proportion of your Portfolio, which may be made up of one investment or any particular type of investment, unless you specify such a restriction in the Investment Policy Statement (if applicable) or Account Opening Documents or subsequently notify us that you wish us to observe such a restriction.

5.11. We are not responsible for the impact of any taxes, for instance capital gains tax, income tax or inheritance tax, when recommending specific transactions or where we provide our Discretionary Investment Management Service. Transactions we recommend may result in a tax liability for you.

5.12. Where we provide you with our Managed Advisory Investment Service or our Discretionary Investment Management Service, your Portfolio may (but need not) include the following:

- (a) securities the issue of which may have been underwritten, managed or arranged by us or an Associate;
- (b) units in an authorised, recognised or unregulated collective investment scheme including those which may be operated by or advised by us or an Associate.

5.13. We may provide you with research which we reasonably believe to be reliable and accurate, but research can only be taken to reflect views held at the time it was written and you should be aware that the information and opinions in it can therefore be subject to change and it may not be updated to reflect any such changes. Subject to Clause 15, we will not be responsible for any Liabilities you may suffer arising from the use of our research. We or an Associate may have positions in or options on the securities mentioned in any research provided to you or may, subject to the FCA Rules, buy, sell or offer to make a purchase or sale of such securities before or after our research recommendation is published. We may act as principal or as

agent with regard to the sale or purchase of any security mentioned in our research.

## **6. COMMUNICATIONS BETWEEN US (INCLUDING HOW YOU CAN INSTRUCT US)**

- 6.1. We shall communicate with you using the contact information you supply on the Account Opening Documents, or such other information as you provide to us. You must notify us if any of your contact details change. We may communicate with each other in writing or by telephone.
- 6.2. We will record telephone calls and electronic communications with you. A copy of the recording of such conversations will be available upon request for a period of up to five years, and where requested by the FCA, for a period of up to seven years.
- 6.3. You may contact RBCEL by post at 100 Bishopsgate, London EC2N 4AA or by telephone or fax to the numbers set out above in Clause 1.1.2. You will also be given the telephone and email details of your Relationship Manager and Investment Professional.
- 6.4. You may contact RBCCI by post at Gaspé House, 66-72 Esplanade, St. Helier, Jersey, Channel Islands, JE2 3QT. Where you send a communication to your Investment Professional we recommend that you send a copy to your Relationship Manager as well.
- 6.5. You must communicate with us in English. Documents and other information we supply will be in English.
- 6.6. If you wish to communicate with us by email, you must provide us with a valid email address, in writing. By providing us with a valid email address or sending a communication to us by email, you are indicating that you are willing for us to communicate with you by email for any purpose under these Terms.
- 6.7. You may from time to time give us oral, written or fax instructions, subject to the remaining provisions of this Clause 6.8 and Clause 6.9, provided that where instructions are given orally, by email or by fax we may ask you to confirm such instructions. We may accept telephone instructions but will not be obliged to do so. You must call your Investment Professional that deals with your Portfolio.
- 6.8. You may give us instructions by email or fax in accordance with such procedures (including use of specific email addresses, fax numbers, security procedures and the use of passwords) for giving such instructions which we may notify to you. Please note:

- (a) urgent, time-sensitive and confidential communications should not be sent by email or fax;
  - (b) you should telephone us to confirm receipt if you have not received an acknowledgement from us within 2 Business Days after sending an email or fax;
  - (c) there are risks inherent in email and fax communications, including the risk of unauthorised interception, mis-delivery, malfunction, viruses or delay (if, for example, the recipient at our office is not available); and
  - (d) there may be a delay in processing instructions (including in any attachment) received via email or fax after we have received them, which may make it impossible to implement the instructions either in the manner or time frame you specified or at all.
- 6.9. Although instructions may be given outside normal office hours (9:00am to 5:00pm on Business Days), instructions will only be deemed to be received by us during normal office hours on a Business Day and in relation to fax and emails (including instructions contained in any attachment) when manually accessed by us during such time.
- 6.10. We may not act on instructions received from you if:
- (a) to do so may involve us or you in a breach of legal, regulatory or contractual requirements (including a breach of these Terms);
  - (b) we believe on reasonable grounds that to do so would be impracticable or against your or our interests;
  - (c) we believe on reasonable grounds that the instructions are given fraudulently or in any other unauthorised manner;
  - (d) we would run the risk of suffering financial loss if we acted on them; or
  - (e) we reasonably believe that you are not the legal owner of the Portfolio.
- 6.11. We will notify you of any such refusal, provided we are able to do so under applicable law or regulation.
- 6.12. If we have any significant difficulty in carrying out your instructions promptly, we will inform you as soon as reasonably practicable upon becoming aware of such difficulty provided that we are able to do so under applicable law or regulation.

- 6.13. We may accept instructions that appear to be from you (or, if you are trustees, partners in a partnership or joint clients, from any of you, or, if the client is a company, from any director) or from your nominated agent if we hold your written instruction to accept orders from that agent.
- 6.14. Please make sure that your instructions are clear and that you clearly state your intentions and any conditions you wish to impose. This is important because if your instruction makes sense we may act on it without contacting you, and, provided we have acted reasonably, we will not be responsible if your instructions do not say what you mean them to say. If you have any doubt as to how to instruct us clearly please contact your Relationship Manager. Where an instruction is difficult to read or ambiguous we may not act on it until we have contacted you for clarification, which could lead to a delay. In respect of instructions received by telephone, we are not responsible for any inconsistency between telephoned instructions, and any subsequent confirmation in writing. The latter shall always prevail.
- 6.15. We do not accept instructions via any social networking account or by SMS text message and those instructions will not be acted upon.

## **7. COMMISSION AND NON-MONETARY BENEFITS**

- 7.1. This Clause 7.1 applies when RBCEL provides the Managed Advisory Investment Service and Discretionary Investment Management Service.
- 7.1.1 Where RBCEL gives you advice or makes a recommendation to you in relation to any investment product or provides the Discretionary Investment Management Service, RBCEL will charge you the fees that are expressly set out in the Fee Tariff for this service and, save as set out below and in accordance with the FCA Rules, RBCEL will not accept any fee or commission in connection with the provision of this service.
- 7.1.2 RBCEL may accept and retain minor non-monetary benefits where this is permitted by the FCA Rules, for example, the provision of product-specific information from product providers, participation in training events on the benefits and features of investments and de minimis hospitality at the same or training facilities. RBCEL will only accept and retain minor non-monetary benefits where such acceptance would not prevent RBCEL acting in your best interests.

- 7.1.3 RBCEL may receive materials or services, including research, in return for direct payments by RBCEL out of RBCEL's own resources.

- 7.2. RBCCI and (subject to Clause 7.1 above) any other company that is part of RBC shall be entitled to retain any Permissible Commission which should or may become payable to it, notwithstanding that such Permissible Commission is payable as a direct or indirect result of any dealing with Property which is or may become part of your account. Any Associate of RBCCI being a banker, broker, investment advisor or engaged in any other profession, business or trade may without accounting for any resultant profit (to the extent that the resultant profit is a Permissible Commission) act in such capacity and perform any service in relation to your account and on the same terms as with a customer. If you transfer a portfolio of investments to RBCCI and it is determined that RBCCI is permitted in accordance with applicable law, rules and regulations to receive a commission in respect of the transferring portfolio ("Transferred Permissible Commission"), RBCCI will inform you of its intention to re-register the transferring investment and receive Transferred Permissible Commission.

## **8. PROVISION OF INSTRUCTIONS BY RBC EUROPE LIMITED TO ROYAL BANK OF CANADA (CHANNEL ISLANDS) LIMITED**

By agreeing that RBCEL may provide any of the services described in Clause 2 in respect of your Custody Account with RBCCI, you agree that RBCEL may provide any or all of the following instructions to RBCCI:

- 8.1. the withdrawal of assets, payable to you (and not to any third party);
- 8.2. instructions to buy or sell individual investments;
- 8.3. instructions to settle purchases or sales of individual investments executed by RBCEL on your behalf;
- 8.4. cash management (including, but not limited to, foreign exchange);
- 8.5. instructions about corporate actions; and
- 8.6. the payment of investment management fees due to RBCEL.

## **9. CONFLICTS OF INTEREST AND MATERIAL INTERESTS**

- 9.1. We will take all appropriate steps to identify

and prevent or manage conflicts of interest that may arise between you and us (or an Associate) or you and another client of ours when we provide services to you. We will also operate arrangements to take reasonable steps to prevent conflicts of interest adversely affecting you.

- 9.2. We have in place a conflicts of interest policy to identify and manage our actual or potential conflicts of interest, which is regularly reviewed, as well as a supporting register of conflicts. A summary of RBCEL's Conflicts of Interest Policy is included in Schedule 2 and further information about RBCEL's Conflicts of Interest Policy is available on request from your Relationship Manager.
- 9.3. Where the arrangements that we have in place are not sufficient to ensure with reasonable confidence that risks of damage to you will be prevented we will disclose to you the general nature or sources of conflicts of interest, or both, and the steps taken to reduce those risks before we undertake the business for you.
- 9.4. We and our Associates provide a wide range of services to many different types of client. We will not disclose to you or use for your benefit any information which we or an Associate may have where to do so would or might be a breach of obligations of confidentiality to any other person. Nor will we reveal any information to you or use it for your benefit where to do so would in our opinion place us in breach of a law or regulatory obligation.
- 9.5. We shall not be obliged to take into account any information which, whilst held by us or by an Associate, does not come to the actual notice of the individual responsible for making decisions, giving recommendations or taking other action on your behalf.

## 10. CARRYING OUT TRANSACTIONS

In this Clause 10 a reference to "we", "us" or "our" shall refer to RBCEL only.

This Clause applies if we carry out a transaction for you.

- 10.1. When 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, we owe you an obligation to take all sufficient steps to obtain best execution. We regard ourselves as typically being in receipt of an order and acting on your behalf where you legitimately rely on us to protect your interests in relation to the

execution factors relevant to that transaction and to act on your behalf. This will include but is not limited to where we are executing an order by dealing as a riskless principal on your behalf (e.g. where we may decide to execute all or part of that order in the capacity of a Systematic Internaliser) or executing an order by dealing as your agent. In order to comply with our obligations in relation to best execution we have in place a best execution policy. Our best execution policy sets out information on our order execution policy and explains how orders will be executed. It also provides for us to execute transactions outside a Trading Venue. By accepting these terms you consent to our execution policy and to us executing trades outside a Trading Venue. Our best execution policy is reviewed not less than annually and also whenever a material change occurs that affects our ability to continue to provide best execution. A summary of our best execution policy can be found at Schedule 1.

- 10.2. Where you provide us with specific instructions in relation to the execution of an order, or part of an order (for example instructions as to execution venue, price, or timing) we will execute the order following your specific instructions and we will have satisfied our obligation under our execution policy to take all sufficient steps to obtain the best possible result for you in relation to that order (or the part of the order to which your instructions relate).
- 10.3. Some of the transactions we execute when we provide you with our services may be subject to transaction reporting requirements. You agree to provide us with all information we reasonably request promptly and to take action in a timely manner, in order to fulfil these transaction reporting requirements, if applicable. As a result of such transaction reporting requirements certain information about transactions will be reported to the FCA, in some cases via third parties, in accordance with applicable law.
- 10.4. Subject to the FCA Rules, we may trade transactions in respect of your Portfolio together with those of other clients and of our employees, and RBC and their employees, without asking you first. This process is described as 'aggregation'. We will only carry out aggregation if it is unlikely that the aggregation of the order will work overall to the disadvantage of any client whose order is to be aggregated. The effect of aggregation may work on some occasions to your advantage, and on other occasions to your disadvantage in relation to a particular order.



- 10.5. Where we combine your order with another we will allocate the transaction in accordance with our order allocation policy.
- 10.6. We shall use reasonable endeavours to execute any order promptly, but in accepting any order we do not warrant or represent that it will be possible to execute your order at all or that execution of the order will be possible within the terms of your instructions (whether as to price or size or any other condition).
- 10.7. If you give us a limit order in respect of shares admitted to trading on a Trading Venue (an order to buy or sell at a specified price limit or better and for a specified size) and the order is not immediately executed under prevailing market conditions, you expressly instruct us not to make it public immediately unless we consider that it is in your best interests to do so.
- 10.8. If the other party to a transaction with you fails to complete the transaction on time or at all, then we will take all reasonable steps on your behalf to mitigate (reduce) the effects of such failure, but will not take any step which could involve us incurring costs and expenses on your behalf without your prior consent.
- 10.9. We are not bound by any transaction which is made (whether or not confirmed by us) at a price which was obviously incorrect at the time of the transaction; or was, or ought reasonably to have been, known by you to be incorrect at the time of the transaction.
- 10.10. Where you initiate a trade through our Execution-only Service, a trade will only be confirmed as executed when we have confirmation that we have matched the trade with the market counterparty. Any confirmation of a transaction issued to you at the time you transmit instructions should not be treated as confirmation of the execution of the trade.

## **11. MARKET ABUSE**

- 11.1. You must not deliberately, carelessly or negligently by act or omission engage in market abuse or insider dealing, or require or encourage another person to do so. If you are uncertain as to whether your dealings or proposed dealings are lawful, you must take your own legal advice.
- 11.2. You must disclose to us the name of any listed company or any other investment where you are or may be an “insider” and you must obtain all necessary clearances to deal prior to instructing us to deal in such investments for you.

## **12. REPORTING TO YOU**

- 12.1. If you are a Managed Advisory Investment Service client or an Execution-only Service client, you will receive a contract note confirming the details of any transaction made for you. It will be sent to you no later than the first Business Day after the transaction, or if relevant, after RBCEL receives confirmation of the transaction from a third party.
- 12.2. Discretionary Investment Management Service clients will normally receive periodic statements every three months. However, if you have authorised RBCEL to use leverage in your Portfolio RBCEL will provide you with periodic statements on a monthly basis.
- 12.3. For Discretionary Investment Management Service clients, periodic statements will include a valuation of your Portfolio, details of transactions carried out with regards to your Portfolio and a statement regarding your account(s).
- 12.4. You must review any periodic statement, report or contract note we send you and let us know promptly if you have any queries or if you consider that there are inaccuracies in it.
- 12.5. Unless we agree otherwise with you, valuations will be based on the middle market price supplied by an external information provider as at the close of business on the valuation date. In cases where a middle market price is not available we may need to value an investment using a different basis, for example, the last trade price or an estimation of the price or at cost.
- 12.6. RBCCI will periodically send you statements of your account. Statements will be dispatched as per the production cycle specified in the Literature relating to the Custody Service, or on a frequency agreed with you, subject to a statement being sent at least annually.

## **13. COMPLAINTS**

### **13.1. RBC Europe Limited**

- 13.1.1 You should contact your Relationship Manager immediately if you are dissatisfied in any way with any aspect of RBCEL’s services. You can also at any time contact the Compliance Officer at RBC Europe Limited at 100 Bishopsgate, London, EC2N 4AA. Full details of RBCEL’s complaints policy are available on request.
- 13.1.2 A complaint can be made in writing, by telephone, by fax, by email or in person. Your complaint will be handled in accordance with FCA Rules and RBCEL’s complaints policy. RBCEL

treats any complaint very seriously and aims to resolve a complaint fairly and promptly. RBCEL hopes to resolve all complaints amicably. However, if you are unhappy with how RBCEL deals with your complaint you may also be able to direct your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Further information is available on request and from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact the FOS on 0800 023 4567 or 0300 123 9123.

### **13.2. Royal Bank of Canada (Channel Islands) Limited**

- 13.2.1 Should you be dissatisfied with any aspects of the services provided to you by RBCCI, you should write to RBCCI at the relevant office or branch at the address provided at the end of these Terms, addressing your complaint to the Managing Director. Your complaint will then be dealt with in accordance with RBCCI's complaints procedures, which will ensure that an initial response is sent to you within five working days. RBCCI has a leaflet that explains RBCCI's complaints procedures in detail and which is available upon request from RBCCI.
- 13.2.2 If you are unhappy with how RBCCI deals with your complaint you may also be able to direct your complaint to the Channel Islands Financial Ombudsman at PO Box 114, Jersey, Channel Islands JE4 9QG. Further information is available on request and from [www.ci-fo.org](http://www.ci-fo.org) or contact the CIFO on 01534 748610 (Jersey).

## **14. COMPENSATION**

### **14.1. RBC Europe Limited**

RBCEL is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if RBCEL cannot meet its obligations. This depends on the type of business and circumstances of the claim.

Most types of investment business are covered up to a maximum limit of £85,000 per eligible person. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 020 7653 4000 or contact your Relationship Manager, refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

### **14.2. Royal Bank of Canada (Channel Islands) Limited**

- 14.2.1 Royal Bank of Canada (Channel Islands) Limited is a participant in the Jersey Banking Deposit Compensation Scheme. The Scheme offers

protection for 'eligible deposits' up to £50,000 per individual claimant, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme's website [www.gov.je/dcs](http://www.gov.je/dcs) or on request.

- 14.2.2 For the avoidance of doubt, investment services offered by RBCCI are not covered by an investor compensation scheme as there is currently no such scheme operating in Jersey, however 'eligible deposits' held pursuant to investment services may be protected under the Banking Deposit Compensation Schemes described in section 14.2.1 – for more information see RBCCI's general terms and conditions.

- 14.2.3 For the avoidance of any doubt, deposits made with RBCCI in Jersey are not covered by the UK Financial Services Compensation Scheme under the Financial Services and Markets Act 2000.

## **15. THE EXTENT OF OUR RESPONSIBILITY AND LIABILITY**

- 15.1. Our obligation to you is to provide our services and perform our responsibilities under these Terms with the reasonable skill and care expected of an investment professional regulated by the FCA and/or the JFSC (as appropriate) who provides services of the kind we provide and we will therefore be responsible for Liabilities suffered by you to the extent that such Liabilities are caused by our negligence, wilful default or fraud or arise from a breach of our duties under the Regulatory System. We accept the same level of responsibility to you for our nominee companies and for sub-custodians who are our Associates as we do for ourselves.
- 15.2. As long as we act in accordance with such standards and with your instructions we cannot and do not accept any responsibility for other Liabilities which arise from the provision of services for and on your behalf.
- 15.3. Where we are required to comply with the terms of any applicable law (including a court order (for example a freezing order)) in respect of your Portfolio, funds and/or accounts, we shall not be responsible for any Liabilities you may suffer as a result.
- 15.4. We have no responsibility or obligation to participate in or process class action litigation claims or similar matters, but may so participate if, in our absolute discretion we see fit. Please note that in the event of a payment to you in settlement of any such action this will be less any associated costs. We will not necessarily

inform you about any such litigation claims which come to our notice.

- 15.5. We will normally act as your agent and you will therefore be bound by our actions. Nevertheless none of the services we are to provide will give rise to duties which would prevent or hinder us or RBC in transactions with or for you including programme trades, acting as both market maker and broker or as principal or agent in dealing with other Associates or clients.
- 15.6. You may also have rights against us if we fail to comply with our obligations under the Regulatory System. We do not seek to exclude or limit our duties or liabilities under the Regulatory System. Your rights under the Regulatory System or any other statutory rights you may have are not affected in any way by these Terms. For further information about these rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau. The FCA website [www.fca.org.uk](http://www.fca.org.uk) also has a consumer section.
- 15.7. Nothing in these Terms shall be read as excluding or restricting any liability we may have for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence.
- 15.8. We will not be liable to you if we cannot perform our obligations by reason of any cause beyond our reasonable control, which could include any act of God, fire, act of Government or supranational bodies or authorities, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute, inability to communicate with market makers, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our reasonable control. If an event of this kind occurs, we will take reasonable care to take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our customers.

## 16. THE EXTENT OF YOUR RESPONSIBILITY AND LIABILITY

- 16.1. If you breach our Agreement, are negligent, wilfully at fault or act fraudulently, you are responsible for any reasonably foreseeable Liabilities we incur as a result. However, you will not be responsible for any Liability to the extent:
  - (a) It arises out of our own fraud, negligence or breach of these Terms;

- (b) it is unreasonably or improperly incurred by us; or

- (c) a regulatory body or court of law subsequently finds our actions or omissions to be the cause of that loss or liability.

- 16.2. Without limiting the extent of Clause 15 above, you are responsible for any Liabilities we suffer where we have carried out instructions we reasonably believe to have been given or authorised by you. You are responsible for any Liability we incur as a result of us acting on any instruction apparently/pretending to be given by you by any method, whether or not such instruction was in fact given by or authorised by you.
- 16.3. Effective 1 February 2022, compensation and/or penalties arising from Central Securities Depository Regulation (CSDR) Settlements Discipline Regime (SDR) will be applied by month end following the actual settlement date as a net amount per trade, unless subject to a broker claim. Compensation credits will be applied to the nominated settlement account. Penalties will be assessed to establish party at fault prior to debits being applied to accounts. Compensation and/or penalties will not be applied if the client allocation is less than 0.01 in the denominated currency of the settlement.

## 17. RISKS

### 17.1. General

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.

### 17.2. Risks to consider

While you may choose to either delegate portfolio management responsibility (Discretionary Investment Management Service) or retain decision making authority over your investments (Managed Advisory Investment Service), it is important that you understand the nature of the risks you are undertaking. The recent financial crisis has highlighted that 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.

### 17.3. Types of risk

Each Portfolio may contain certain risks, which are described and summarised below. Your Relationship Manager or designated Investment Professional will discuss these risks with you.

- (a) **Market risk:** Any investment is subject to market fluctuations and there can be no assurance that an investment will return its original value or that appreciation (increase) will occur.
- (b) **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.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.
- (h) **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 conditions for the issuer have deteriorated since the issue of the debt to be refinanced, 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.
- (i) **Inflation risk:** Erosion of real capital value relative to its future purchasing power.
- (j) **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.
- (k) **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.

### 17.4. Risk warning for the Custody Service

- 17.4.1 In Designated Markets, the risks arising out of custody in Designated Markets (including risk relating to the sub-custodian arrangements) are significantly greater than they would be in relation to more established markets. Further to other provisions and disclosures in these Terms relating to Designated Markets where RBCCI is providing safekeeping or custodial services (whether directly or through a sub-custodian) in respect of any assets, some of the specific liabilities or responsibilities which are contemplated by these Terms shall not apply to such services, as set out in this Clause 17.4.

- 17.4.2 Without limiting the foregoing, to the extent that RBCCI employs agents to perform in the Designated Markets any of its obligations under these Terms, RBCCI will not be responsible for any act, omission or default of any such agent (other than its affiliates or nominees) in its performance, and any negligence, wilful misconduct or lack of good faith of such an agent will not constitute the negligence, wilful misconduct or lack of good faith of RBCCI for purposes of these Terms. However, for greater certainty, nothing in this Clause 17.4 is intended to limit the responsibility of RBCCI under these Terms for the selection and on-going monitoring of such agents in accordance with its standard of care.
- 17.4.3 You acknowledge and agree that you (and/or your managers or advisors) are responsible for apprising yourself of the specific risks involved in the investment and custody of securities in all jurisdictions and/or markets in which you or your assets are located from time to time, and you agree that RBCCI does not bear any responsibility related thereto. As part of this responsibility, you (and/or your managers or advisors) should apprise yourself of the specific additional risks in the Designated Markets, including seeking the consultation of one or more investment advisors experienced in the business structures and practices encountered in the relevant Designated Markets.
- 17.4.4 RBCCI will provide you with information regarding operating procedures and additional risks in relevant Designated Markets (in the case of additional risks, to the extent it becomes aware of such risks). Such information will be supplied in accordance with these Terms. Such information should be read carefully, but always in the context of the independent investigation carried out by you (and/or your managers or advisors) of the matters referred to in Clause 17.4.3 as RBCCI does not verify such information and makes no representations or warranties whatsoever in respect thereof.
- 17.4.5 RBCCI shall not be obliged to bring, defend or to otherwise act in relation to a claim in a Designated Market. You agree that RBCCI shall not be liable under any circumstances whatsoever for any loss whatsoever which you may incur in relation to a claim arising in or in connection with a Designated Market.
- 18. JOINT CLIENTS**
- 18.1. If an account is opened in joint names we will accept instructions from any one of the joint clients. These instructions will bind all joint clients and we will treat any instruction, authority, request or prohibition received from one joint client as having been given on behalf of all joint clients. If you wish us only to act if we have instructions from all joint clients please contact us. We reserve the right to request written authority from all joint clients.
- 18.2. It is RBCEL's policy that an account in the name of two or more persons is set up as a joint tenancy account. This means that upon the death of one joint client, the account is then passed to the surviving joint client(s). Please let us know, in writing, if this arrangement is unsatisfactory.
- 18.3. The assets or Property standing to the credit of a joint Custody Account with RBCCI will belong to the joint Custody Account holders as joint owners and in the event of the death of any of them will pass by right of survivorship to the other or others of them who survive the deceased account holder, unless RBCCI receives prior written notice to the contrary (a "Notice of Ownership in Common"), without releasing the deceased joint account co-owner or their estate from liability for debts or overdrafts incurred prior to such joint account co-owner's death. Unless RBCCI has received a Notice of Ownership in Common, once RBCCI receives evidence acceptable to RBCCI of the death, RBCCI will remove the deceased account co-owner's name from the Custody Account, subject to the payment of any debt owed jointly by the survivor and the deceased Custody Account co-owner being paid in full to RBCCI. Upon such removal, provided that RBCCI has not received a Notice of Ownership in Common, RBCCI will be fully discharged respecting the deceased Custody Account co-owner and his or her estate's interest in the Custody Account. By acting on the right of survivorship, provided that RBCCI has not received a Notice of Ownership in Common, RBCCI will not be liable for any loss, damage or legal costs incurred in any dispute between the estate of a deceased Custody Account co-owner, the surviving Custody Account co-owner(s) or a third party. The joint account holders (or the survivor(s) of them) or, if RBCCI has received a Notice of Ownership in Common, the estate of the deceased Custody Account holder and the surviving Custody Account holder, in each case, hereby jointly and severally indemnify RBCCI for all liabilities, costs, expenses, damages and losses suffered or incurred arising out of or in connection with any dispute in relation to the Custody Account, including without limitation, in connection with taking advice relating to such dispute.
- 18.4. All joint clients are bound by these Terms and each joint client will be jointly and severally liable to us. This means that you are each

responsible for yourself and for each other and we may take action against one or more of you for any breach of the obligations which apply to a client.

- 18.5. We will send notices and communications only to the first named account holder, which will be treated by us as having been given to all joint clients. You should let us know if you require different arrangements.

## **19. FEES**

- 19.1. Unless otherwise expressly agreed in writing, the fee payable by you to us in relation to our services shall be calculated in accordance with our Fee Tariff from time to time applicable to the type of service afforded under these Terms. Details of our Fee Tariff at the date of these Terms were given to you before these Terms were entered into. Any changes to the Fee Tariff will be notified to you and will become effective 10 Business Days after notification.
- 19.2. You are responsible for paying any additional expenses properly and reasonably incurred by us in providing our services under these Terms including reasonable commissions, transfer and registration costs and taxes and other fiscal liabilities as well as Liabilities incurred by RBCCI as your custodian. The amount of such additional expenses will be notified to you together with the amount of our fee for the relevant period or in exceptional cases (such as irregular Liabilities, claims, costs and expenses we suffer in connection with providing the services under these Terms) by notice to you.
- 19.3. In accordance with all applicable law and (in respect of RBCEL) the FCA Rules we will provide you with information relating to costs and charges before providing our services to you. Where this information is not included in the Fee Tariff, it will be provided separately and in good time before we provide the relevant service to you.
- 19.4. We will also provide you with an annual report setting out aggregated information on the cost and charges you have incurred for our services so that you are able to understand the overall cost and the cumulative effect on the return of your investments.
- 19.5. Where we agree in our discretion to provide additional services to you relating to a specific transaction or investment we will discuss and agree with you the type of service we will provide. In addition, if such additional services will require us to incur any fees, costs and charges which are not set out in our Fee Tariff,

we shall provide to you information on any fees, costs and charges which will apply in good time, before carrying out the relevant transaction or providing the relevant service.

- 19.6. Where we provide you with information relating to fees, costs and charges before providing our services and information relating to actual costs are not available to us, we may need to use reasonable estimates and assumptions in order to provide you with this information. While we take care to ensure our estimates are reasonable and review any assumptions used on an ongoing basis, fees, costs and charges incurred may vary from the information initially provided due to reasons beyond our control, such as changes in the market which are hard to predict.
- 19.7. Where the information we have provided to you relating to our fees, costs and charges under Clauses 19.3, 19.4, 19.5 or 19.6 has been aggregated you may also ask us to provide you with an itemised breakdown of the information.
- 19.8. Fees, costs and expenses under Clauses 19.1 and 19.2 above are calculated on a Sterling basis save that where valuations are prepared or transactions effected in a currency other than Sterling we may, at our discretion, charge such fees, costs and expenses in that currency.

## **20. TAX**

- 20.1. RBC Europe Limited
- 20.1.1 All payments made to you related to income arising from investment and all monies and assets contained in the Portfolio shall be subject to deduction of any applicable taxes or other levies and RBCEL may account for the same to the appropriate authorities as required by law or practice.
- 20.1.2 All fees charged by RBCEL to you are exclusive of any tax, duty or levy which may arise on them and in particular are exclusive of Value Added Tax which will be levied according to legal requirements.
- 20.1.3 RBCEL does not provide tax advice and we strongly recommend that, if appropriate, you should seek independent professional tax advice relevant to your particular circumstances before deciding to receive any service from RBCEL, or instructing RBCEL to execute any transactions on your behalf. You are entirely responsible for the management of your own affairs for tax purposes, seeking your own tax advice in respect of any service and for advising RBCEL of any matter which you wish RBCEL to take into account when providing services to you.

- 20.1.4 Please note that taxes and/or other costs may exist in relation to a Portfolio and/or other services we provide that are not paid via RBCEL or withheld by RBCEL.
- 20.1.5 The tax treatment of any Portfolio depends on your individual circumstances and may be subject to change.
- 20.1.6 You are responsible for any tax liability and reasonable costs (including, without limitation, legal expenses) arising in relation to any tax liability that may be incurred by RBCEL in respect of transactions entered into by RBCEL 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.
- 20.1.7 RBCEL 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 Portfolio and assets on an individual or aggregated basis in accordance with the tax reporting regimes applicable to you. If you are not an individual, RBCEL 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 HM Revenue & Customs ("HMRC"). HMRC may also pass the financial account information to the tax authorities in the country that requires it in accordance with the applicable tax reporting regime. If RBCEL is required to report financial account information, this may include 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).
- 20.1.8 RBCEL reserves 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.
- 20.1.9 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, RBCEL may be required to report information regarding the reportable account holders and financial information regarding the account as a whole.
- 20.1.10 Where you are a corporate customer or other legal entity, RBCEL may be required to identify and report under one or more tax reporting regimes, persons with an interest in you, including shareholders, partners, trustees, settlors, protectors, beneficiaries or other persons exercising control, including senior managing officials. If reporting applies, RBCEL will be required to report information regarding you and underlying reportable persons.
- 20.1.11 Unless the relevant Liability is caused by RBCEL's negligence, wilful default or fraud, RBCEL will not be responsible to you for any Liabilities suffered or incurred as a result of RBCEL complying with legislation, regulations, orders or agreements with tax authorities in accordance with these Terms. Nor will RBCEL be responsible if RBCEL makes 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 RBCEL's reliance on incorrect information provided to RBCEL by you or any third party.
- 20.2. Royal Bank of Canada (Channel Islands) Limited**
- 20.2.1 RBCCI does not provide tax advice and strongly recommends 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 RBCCI, or instructing RBCCI 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 RBCCI of any matter which you wish RBCCI to take into account when providing services to you.
- 20.2.2 Please note that taxes and/or other costs may exist in relation to an account and/or other services RBCCI provides that are not paid via RBCCI or withheld by RBCCI.
- 20.2.3 The tax treatment of any account depends on your individual circumstances and may be subject to change.
- 20.2.4 Although interest on deposits and other income earned in Jersey by persons who are not resident

in Jersey in respect of your account and/or the Property 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 RBCCI against any tax liability and reasonable costs (including, without limitation, legal expenses) arising in relation to any tax liability that may be incurred by RBCCI in respect of transactions entered into by RBCCI 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.

- 20.2.5 RBCCI 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 Property on an individual or aggregated basis in accordance with the tax reporting regimes applicable to you. If you are not an individual, RBCCI 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 may be reported to the Jersey tax authorities who 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 RBCCI is required to report financial account information, this may include (but is not limited to) financial account information about you - 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 the account(s), and the account balance(s) and asset value(s).
- 20.2.6 RBCCI reserves 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.
- 20.2.7 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, RBCCI may be required to report information regarding the reportable account holders and financial information regarding the account as a whole.

- 20.2.8 Where you are a corporate customer or other legal entity, RBCCI 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, RBCCI will be required to report information regarding you and the underlying reportable persons.
- 20.2.9 To the greatest extent permitted by applicable law, RBCCI will not be liable to you for any liabilities, costs, expenses, damages and losses suffered or incurred as a result of RBCCI complying with legislation, regulations, orders or agreements with tax authorities in accordance with these Terms, or if RBCCI makes 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 RBCCI's reliance on incorrect information provided to RBCCI by you or any third party, unless that loss is caused by RBCCI's gross negligence, wilful default of this Clause or fraud.

## 21. TERMINATION

- 21.1. Our relationship under these Terms is for no fixed duration.
- 21.2. Unless we have told you that restrictions apply to a particular service or product, you may end your relationship with us, or any service or product, at any time by giving us written notice without having to give us any reason. Unless the service or product is for a fixed term, we may terminate individual services, or our entire relationship with you, by giving you 30 calendar days' prior written notice by mail to your last address shown in our records, and we may do this without giving you any reason.
- 21.3. Where you provide written notice of your intention to end your relationship with either RBCEL or RBCCI, we may at our discretion treat that written notice as applying to both RBCEL and RBCCI, with the result that all of the services described in these Terms shall cease to be provided by RBCEL and RBCCI.
- 21.4. We may also terminate individual services, or our entire relationship with you or freeze any accounts without giving notice in advance if we reasonably believe that you have seriously or



persistently broken any terms of the Agreement, including by way of example where:

- (a) you are the subject of an investigation by any legal, regulatory or governmental authority;
  - (b) our relationship with you exposes us or RBC to action or censure from any government, regulator or law enforcement agency, or we reasonably believe that maintaining our relationship with you, providing the service or maintaining the account might be prejudicial to our broader interests or to the interests of RBC;
  - (c) you give us any false or inaccurate information (or withhold information) which we determine in our sole discretion to be relevant information;
  - (d) you are convicted (or charged but not yet convicted) of fraud or dishonest conduct or dealing;
  - (e) you fail to comply with the terms of any transaction entered into with us;
  - (f) 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;
  - (g) you have failed to report, notify or file relevant documentation in the jurisdictions required in accordance with these Terms;
  - (h) 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;
  - (i) you are unable to pay your lawful debts as they fall due;
  - (j) you or your assets are declared bankrupt;
  - (k) you take up residence in a country or become subject to the laws of a country where either or both of RBCEL and RBCCI are not permitted or authorised to provide the service;
  - (l) 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
  - (m) 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.
- 21.5. Except where we have been negligent, wilfully defaulted or acted fraudulently, we are not responsible for Liabilities 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 21.15.
- 21.6. 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 relevant service. 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.
- 21.7. 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.
- 21.8. We will be entitled on termination to charge you:
- (a) a proportion of any management fee payable by you to us corresponding to the part of the period in respect of which the management fee is payable, which has expired when termination has taken effect;
  - (b) (except where you terminate these Terms within 30 calendar days of notice being served of an assignment in accordance with Clause 23) any expense necessarily incurred by us directly attributable to the termination of our relationship including any for transfer of cash and securities; and
  - (c) any losses necessarily realised in settling or concluding outstanding obligations.

- 21.9. You will remain responsible 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 29.
- 21.10. 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.
- 21.11. In the event we become aware of your legal incapacity, our relationship under these Terms will terminate automatically unless you have granted a power of attorney under which we can continue to act. We may require proof or further details of your legal incapacity.
- 21.12. Where a power of attorney has been granted over your account, we will administer the account in accordance with the attorney's instructions until such time as we become aware that the power of attorney has been revoked, or until we are notified of your death.
- 21.13. Upon receipt of written notification of your death your account will be suspended and we will close any open position including any which carries a contingent liability.
- 21.14. Unless otherwise agreed with us, we will not accept any instructions over any account in your name until a grant of probate or its equivalent has been issued and we have received a certified copy. Thereafter, under these Terms your executor or personal representative may only instruct us to sell, transfer or materialise the investments subject to payment of our normal charges and these Terms will be binding on your executor or personal representative.
- 21.15. In the event of termination in accordance with this Clause 21, you will be required to provide us with instructions as to where to transfer the assets and cash held 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 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 assets in your 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 assets that are liquidated will be liquidated at current market prices. Liquidation of assets 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. 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 or assets. We may, in our sole discretion, maintain cash accounts for a further 90 calendar days after the relationship is terminated to ensure that dividends, interest, coupons or other income relating to the Portfolio previously held by us is collected on your behalf.
- 22. CANCELLATION RIGHTS**
- 22.1. In relation to any account opening or where we enter into an agreement with you in circumstances where we have no face-to-face contact with you and you are a consumer, you have the right to change your mind and cancel these Terms (and our legal relationship) within a period of 14 calendar days from the Effective Date and without having to give us any reason.
- 22.2. You agree that we may begin to provide services under these Terms notwithstanding your right to cancel them.
- 22.3. If you would like to cancel these Terms please write to your Relationship Manager, before the end of the 14 calendar day cancellation period, or (if you are unsure about which office to contact) to any of our registered offices set out in Clauses 1.1 and 1.2.
- 22.4. By exercising your right to cancel you will withdraw from these Terms and all the services provided under these Terms will be terminated.
- 22.5. Cancellation will not affect the completion of transactions initiated prior to receipt by us of written notice of cancellation. Cancellation will not affect accrued rights, indemnities, existing

commitments or any other contractual provision intended to survive termination of this Agreement.

- 22.6. If you exercise your right to cancel, you will not incur any additional charges or penalty and any pre-payments will be returned to you. However, you agree to pay our fees and charges pro rata to the date of cancellation and any additional expenses incurred by us (or a third party) in cancelling these Terms and any losses necessarily incurred in settling or concluding outstanding transactions. You acknowledge that you may suffer market losses in respect of your Portfolio between the Effective Date and the date of receipt by us of your written cancellation notice and that such losses will be borne by you and not us.
- 22.7. We will pay to you without delay, and no later than 30 calendar days after the date on which we received notice of cancellation from you, any sum which you have paid to us or for our benefit in connection with these Terms (including sums paid by you to our agents) less associated costs and charges described above at Clause 22.6.
- 22.8. The 14 calendar day cancellation rights are in addition to your right to terminate these Terms by notice in writing given at any time as provided for in Clause 21. Your 14 calendar day cancellation right, the arrangements for exercising that right and the charges that we may levy upon the exercise of that right are confined to the beginning of our relationship and are governed by this Clause 22.

### **23. ASSIGNMENT**

- 23.1. You may not assign or transfer these Terms.
- 23.2. RBCEL may after not less than 30 calendar days' prior written notice to you assign these Terms (insofar as they relate to RBCEL) to another company or firm which at the time of such transfer is authorised under the Financial Services and Markets Act 2000 (as amended, replaced or substituted from time to time).
- 23.3. RBCCI may after not less than 30 calendar days' prior written notice to you assign these Terms (insofar as they relate to RBCCI) to another member of RBC or a company or firm authorised to carry on banking or investment business in the jurisdiction where the service is provided.
- 23.4. By providing you with 30 calendar days' notice, you will have sufficient time to consider the assignment and transfer and provide us with notice under Clause 21.2 if you wish to terminate our Agreement as a result. On such assignment RBCEL or RBCCI (as appropriate) shall be released from future responsibility to you and you will be released from any further obligation

to RBCEL or RBCCI (as appropriate) under these Terms and you will be bound by these Terms (as amended by any written notice) as if the assignee had originally been named in these Terms as a party to the same instead of RBCEL or RBCCI (as appropriate) and the assignee will acquire all the rights, powers, obligations and liabilities it would have had, if it had been an original party to the Agreement in substitution for RBCEL or RBCCI (as appropriate). For the purposes of giving you written notice under this Clause, if we are not reasonably able to serve written notice on you personally, we may instead give you notice by publishing a notice of the transfer in any newspaper of general circulation.

- 23.5. In addition, we may transfer, assign the benefit of, or delegate the performance or exercise of any or all rights or obligations under these Terms to any Associate, provided that such Associate has all relevant authorisations. In the case of such transfer, you agree to the novation of these Terms, or the relevant parts of them, to such Associate. We shall notify you in writing of any such transfer, assignment or delegation (and in particular we will provide you with prior written notice if RBCEL transfers, delegates or assigns the exercise of the Discretionary Investment Management Service). Following any such notice, these Terms, or the parts of them specified in the notice, shall be read and construed as if they had been made between you and the relevant Associate.

### **24. EXCLUSION OF SUPPLY OF GOODS AND SERVICES (JERSEY) LAW 2009**

To the extent permitted by law, no statutory terms (which shall include warranties, conditions or other contractual provisions), rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply in relation to your account, the Custody Service or any other service provided pursuant to these Terms.

### **25. NOTICES ISSUED UNDER THE COMPANIES ACT OF THE UNITED KINGDOM AND ANALOGOUS LEGISLATION OF OTHER JURISDICTIONS**

Under the UK Companies Act 1985 and/or the UK Companies Act 2006, and under analogous legislation, rules or regulations of other jurisdictions, RBCCI may be requested to divulge to a company or its agent the identity of those who RBCCI knows or has reasonable cause to believe to be interested in any of the said company's shares. RBCCI is deemed to be interested in shares even if interested only in the capacity of nominee. As such, RBCCI can be requested to give identity and address details

of the true owners of shares, so far as is within RBCCI's knowledge. RBCCI's policy is not to disclose such information on receipt of a notice issued under the above Acts until such time as RBCCI receives a telephone or written authority from the client to do so, unless RBCCI is under a legal or regulatory obligation to make such a disclosure (in which case RBCCI shall comply with its legal or regulatory regulations in this respect). Should the client decide to not give this authority, a company may impose restrictions, which can include withholding of dividends or other rights or otherwise disenfranchising the shareholder.

## 26. RIGHTS OF THIRD PARTIES

Any clause which confers a benefit on an Associate shall be enforceable by him/it accordingly but neither The Contracts (Rights of Third Parties) Act 1999 nor any equivalent legislation in Jersey or any other jurisdiction shall otherwise apply to these Terms and accordingly no part of these Terms shall be directly or indirectly enforceable by any third party other than an Associate, nor are they intended to confer a benefit or any rights on any third party other than an Associate. We and you shall remain free to vary or terminate these Terms without the consent of any third party.

## 27. CHANGES TO THESE TERMS

We may change these Terms from time to time in whole or in part and we will give you at least 30 calendar days' notice in writing of any changes before providing services to you under the changed terms. This will give you enough time to consider the changes and to provide notice under Clause 21.2 if you wish to terminate our Agreement as a result. No change will affect any outstanding order or transaction or any other legal rights or obligations which may have arisen before the date of the change. Such changes could arise, for example, (a) to comply with changes in applicable laws or regulations, (b) to comply with changes in the requirements of any exchange, depository or clearing system, (c) to reflect changes in our services.

## 28. DELEGATION AND USE OF AGENTS

- 28.1. We may delegate any of our functions to a third party and may provide information about you and the Portfolio to any such third party but our responsibility to you for all matters so delegated shall not be affected thereby. We will give you written notice of any such delegation of a function which involves the exercise of RBCEL's discretionary investment management powers and RBCEL will not, without your prior written

consent, delegate the whole or substantially the whole of such powers.

- 28.2. We may employ agents to perform any administrative dealing or ancillary services required to enable us to perform our services under these Terms. We will act in good faith and with due diligence and reasonable care in the selection, use and monitoring of agents.

## 29. OUR RIGHTS AND DEFAULT REMEDIES

- 29.1. We may at our discretion realise (sell) the assets of the Portfolio in the following circumstances:

- (a) upon request by you;
- (b) upon termination in accordance with Clause 21 in order to apply the proceeds in payment or reduction of outstanding fees and expenses due to us in accordance with Clauses 16, 19 or 21;
- (c) to discharge any security interest over the Portfolio which is granted by any other agreement in favour of us or any of our Associates; or
- (d) where required to do so in fulfilment of obligations at law.

- 29.2. Where you owe us any money, if there is a dispute over ownership of investments or cash credited to your account and where you are potentially liable due to a claim being made against us for which you would be responsible under Clauses 16 or 19 (subject to the occurrence of an event or a determination being made or you have failed fully to perform any other obligation under or in connection with these Terms) then:

- (a) we are not obliged to, and you have no right to instruct us to, pay or deliver your cash or investments to you or any other person; and
- (b) we may withhold payment or delivery of your cash or investments, although we may in our absolute discretion decide to make such payment or delivery without affecting our rights as provided by this Clause 29.

- 29.3. We shall retain a lien and security interest over all assets within your Portfolio to the extent that any charges, costs, losses or claims for which you are liable to us remain unpaid. You also agree that assets within your Portfolio may be subject to a lien or security interest in favour of a sub-custodian, nominee or agent appointed by us in respect of charges relating to the administration and safekeeping of such assets or of any depository or settlement system. The lien or security interest will apply in respect of each asset or type of asset or class of asset.

29.4. We will notify you of any disposal of investments of yours pursuant to rights under a lien or security interest. Such disposal may occur upon 14 calendar days' notice if you fail to make payments to us when due. In this event we shall not be responsible for any loss or reduction in price. We may set off any obligation owed to us by you under these Terms against any obligation owed by us to you, regardless of the currency of either obligation. If the obligations are in different currencies, we may convert either obligation at a market rate of exchange in our usual course of business for the purpose of the set off.

29.5. In the absence of a separate written agreement with you, if you fail to pay any sum due to us under these Terms when due we may charge you interest at a rate of 3% per annum above the RBC base rate or any successor, such interest to accrue on a day-to-day basis.

29.6. We may appoint an agent to recover any unpaid sums due from you to us and will pass on any costs and expenses in this respect (including the agent's fees and expenses and any legal fees) incurred by us to you which you agree to pay.

### **30. INTERPRETATION**

30.1. If a court decides that any clause or part of any clause is not valid or enforceable for any reason, the remaining clauses will not be affected.

30.2. If you or we do not exercise or if you or we delay in exercising a right, power or remedy provided by these Terms or at law, this will not mean that we or you have agreed to waive or give up that right, power or remedy. If you or we exercise any right, power or remedy provided by law or under these Terms, this will not prevent us or you from exercising any other right, power or remedy that we have.

### **31. GOVERNING LAW**

31.1. These Terms are legally binding.

31.2. Insofar as these Terms relate to RBCEL (and the services provided by RBCEL), these Terms shall be governed and construed in accordance with English law. RBCEL and you submit to the non-exclusive jurisdiction of the English Courts in respect of such Terms.

31.3. Insofar as these Terms relate to RBCCI (and the services provided by RBCCI), these Terms shall be governed and construed in accordance with the laws of the jurisdiction in which your account with RBCCI is maintained. RBCCI and you submit to the non-exclusive jurisdiction of the Courts of that jurisdiction in respect of such Terms.

### **32. MONEY LAUNDERING**

We are obliged under relevant anti-money laundering laws, rules and regulations to implement systems and controls which are designed to prevent and detect money laundering, terrorist financing and breaches of economic sanctions, such as those issued by the European Union or the UK government. We are also obliged to report incidents of money laundering, terrorist financing or economic sanctions to the relevant government agencies and may also have to cease to act without explanation in certain circumstances. We will have no responsibility to you in respect of any Liabilities to the extent that they arise out of or in connection with our taking any action that we in good faith consider is required under anti-money laundering, anti-terrorism or economic sanctions laws.

### **33. BRIBERY**

We are committed to compliance with all applicable anti-bribery laws, rules or regulations, such as the UK Bribery Act 2010. We do not tolerate instances of bribery in our business and we have robust anti-bribery policies and processes in place, which are designed to prevent bribery and corruption throughout our business.

## SCHEDULE 1

In this Schedule 1 a reference to “we”, “us” or “our” shall refer to RBCEL only.

### 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 in accordance with our Order Execution Policy (“the Policy”), which has been established to implement the best execution obligations contained within the Second EU Markets in Financial Instruments Directive (Directive 2014/65/EU) (“MiFID 2”).

The Policy applies from 3 January 2018 if you have been classified as a retail or professional client of RBC Europe Limited and you place an order with us or we carry out a transaction acting as a discretionary portfolio manager, in each case in a financial instrument covered by MiFID 2.

RBC Europe Limited owes you an obligation to take all sufficient steps to obtain best execution when executing orders on your behalf. RBC Europe Limited regards itself as typically being in receipt of an order and acting on your behalf where you legitimately rely on RBC Europe Limited to protect your interests in relation to the Execution Factors relevant to that transaction and to act on your behalf. This will include but is not limited to where RBC Europe Limited is executing an order by dealing as a riskless principal on your behalf (e.g. where RBC Europe Limited may decide to execute all or part of that order in the capacity of a Systematic Internaliser) or executing an order by dealing as your agent.

We will either execute transactions on your behalf by accessing Trading Venues via Direct Market Access (“DMA”) or by passing your order to another person (such as a broker) to execute in accordance with the Policy. DMA is an arrangement where a member of a Trading Venue allows the electronic transmission of orders directly to a Trading Venue through the use of the member’s IT infrastructure.

The FCA Rules that implement the best execution obligations require us to take all sufficient steps to obtain, when executing orders, the best possible result for clients, taking into account relevant execution factors; this is referred to as “best execution”. This obligation applies where we execute orders via DMA or where we pass orders to other persons for execution. We aim to achieve this by following the Policy and supporting procedures which have been designed to obtain the best possible execution result, subject to any specific instructions you may provide.

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. In determining what the best possible result is for you, we will not compare the results that would be achieved for you under our own Policy with the results that might be achieved for you by another firm on the basis of their execution policy.

### Client specific instructions

Where we agree to execute your order in accordance with specific instructions you give us (including specifying the characteristics of a bespoke product or the execution venue), you should be aware that this may prevent us from taking the steps we have designed and implemented to obtain the best possible result for the execution of those orders in respect of the element covered by those instructions.

### Execution factors

Subject to any specific instructions that we accept from you, the FCA rules require us to take into account a range of factors (known as “execution factors”) in deciding where to execute your order. These include price, costs, speed, likelihood of execution and settlement, the size and nature of the order and any other considerations relevant to the execution of the order. In determining the relative importance of these factors the FCA rules require us to take into account your status as a Retail or Professional Client, together with the characteristics of your order, the financial instruments that are the subject of that order and the execution venues to which that order can be directed.

If you are a Retail Client, in executing your orders we will generally give the highest priority to total consideration, representing the price of the financial instrument and the costs related to execution. In some circumstances (including for clients categorised as Professional 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 we determine they are instrumental in delivering the best possible results for the execution of your orders.

### Execution arrangements and Trading Venues

The Policy includes the various sources of liquidity we access to obtain on a consistent basis best execution for your orders. These sources of liquidity are referred to as “trading venues” and are markets where financial instruments are bought and sold. These

can include Regulated Markets, Multilateral Trading Facilities (“MTF”), Organised Trading Facilities (“OTF”), Systematic Internalisers, Market Makers, and other liquidity providers.

Where we direct your order to a Trading Venue via DMA, the order will be routed to the most liquid market, generally the primary domestic Trading Venue. We may rely on the Smart Order Routing technology of the DMA provider to help us achieve best execution and, where available and appropriate, we may also use proprietary algorithms made available by the DMA provider to help facilitate best execution.

In selecting an execution venue, we take into account the execution factors and the following qualitative and quantitative factors, as appropriate.

### **Quantitative Factors**

- transaction costs and price are a primary consideration for equity and equity-like instruments but may be less important for other products, including fixed income instruments;
- execution quality performance measured in accordance with the Policy;
- information leakage or toxicity, where trading on a particular venue or venues could lead to an adverse impact on the price; and
- availability of algorithms.

### **Qualitative Factors**

- whether or not the venue is a Systematic Internaliser will rank highly for fixed income or FX instrument client orders;
- reliable and prompt execution will rank highly for equity and equity-like client orders but is less important for fixed income products;
- reliable, prompt and efficient settlement will be a more important consideration for fixed income instruments than it will be for equity and equity-like instruments;
- geographical expertise and location when executing client orders in overseas equity markets; and
- the creditworthiness of an approved broker will be a primary consideration for fixed income and structured products.

You should be aware the Policy provides for the possibility that your orders may be executed on a venue that is not an EU Regulated Market, an MTF or an OTF under MiFID 2. Whilst we anticipate that your orders will not generally be executed outside an EU regulated market, an MTF or an OTF, there may be circumstances in which this is in your best interests.

When trading outside of a Trading Venue, client orders may be exposed to greater risks. For example, there may be no active market on which to carry out such transactions and, as a result there may be an increase in liquidity risk. Other relevant risk factors include difficulty to assess the value of a position following such a transaction and the clearing and settlement of such trades, which may be left to the client, unlike transactions undertaken on a Trading Venue, where trades are matched up and guaranteed by the venue.

We have set out in an Appendix to this Schedule the execution venues where we will most regularly execute your orders. Please note that this is not an exhaustive list but comprises those execution venues on which we place significant reliance. Execution may occur on other venues from time to time provided those venues are consistent with the Policy.

When we execute your orders we 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. This includes conducting proper due diligence on financial, compliance and regulatory issues on all new brokers being selected. We only trade with brokers that have been approved in this way.

Where we transmit your order to a broker or dealer for execution we may determine the ultimate execution venue ourselves, in line with the Policy, and then instruct the broker. We will satisfy ourselves that the broker has arrangements in place to comply with the best execution obligation. In selecting the most appropriate venue or approved broker, the FCA rules require us to take into account the execution factors relevant to your order.

In relation to some financial instruments there may only be one possible execution venue. In executing an order on your behalf in such circumstances it will be assumed that we have achieved best execution. Orders for units in a fund will be dealt with directly with the fund manager or administrator.

While the FCA rules require us to take all sufficient steps, based on the resources available to us, 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 on your behalf.

### **Monitoring and review of the Policy and order execution arrangements**

Where we identify any deficiencies in the Policy and the order execution arrangements as part of

our monitoring and review process we will, where appropriate, make changes to our arrangements.

FCA Rules require us to establish processes, systems and controls to enable us to assess at least annually, and whenever a material change occurs, the effectiveness of our execution arrangements and the Policy and, where appropriate, to correct any deficiencies. We will assess whether the execution venues and the approved brokers to whom we transmit orders allow us to achieve best execution on a consistent basis.

Our arrangements include multi-asset class trade level execution outcome monitoring, timely execution monitoring and annual review of the execution quality provided by the execution venues and approved brokers to ensure they continue to provide the best possible result for clients.

Where such monitoring or review indicates that a venue or an approved broker is not enabling us to deliver the best possible result for our clients, the execution arrangement will be amended with a view to improving execution quality.

FCA rules require us to notify you of any material changes to the Policy or our order execution arrangements.

### **Consent to the Policy**

You give us your consent to the Policy by providing orders to us following receipt by you of these Terms of Business. This includes consent to the possibility that transactions may be executed outside EU Regulated Markets, MTFs and OTFs as explained above.

### **Further information**

Information regarding order execution quality can be accessed here:

[www.rbcwealthmanagement.com/gb/en/terms-and-conditions](http://www.rbcwealthmanagement.com/gb/en/terms-and-conditions). If you would like further information on any aspect of our order execution policy please contact your Relationship Manager directly.



## SCHEDULE 2

### Summary of RBCEL's Conflicts of Interest Policy

RBC Europe Limited (RBCEL) maintains a Wealth Management Policy framework to govern the identification and management of conflicts of interest which may exist between it, its employees, its clients and the wider RBC Group (RBC), including RBC's own employees and clients. This framework consists of an overall RBC Wealth Management (UK) Conflicts of Interest Policy, underpinned by various detailed policies to address specific areas of potential conflict arising out of its and RBC's structure and various lines of business.

RBCEL senior management maintain a view of the types of conflicts that might arise across RBCEL and form a view of how conflicts are being managed and controlled. Guidelines and procedures are in place to ensure RBCEL senior management are alerted to newly identified areas of conflict of interest and that there is adequate segregation of duties and sufficient supervision 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 among employees. All employees are required to attest to having read the Code upon joining and are periodically tested on their knowledge of the Code.

#### Outside Activities and External Directorships Policy

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 that 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 employees to follow strict internal rules, including pre-approval, when they wish to trade in securities on their own account.

### Gifts and Entertainment 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.

### Anti-Bribery Anti-Corruption Policy

This policy details RBC's approach to implementing the anti-bribery anti-corruption requirements of Canada's Corruption of Foreign Public Officials Act, the UK Bribery Act, the U.S. Foreign Corrupt Practices Act, and similar anti-bribery and anti-corruption legislation in other jurisdictions in which RBC conducts business. RBCEL does not tolerate instances of bribery and this policy is designed to prevent employees from engaging in or being improperly influenced by instances of bribery.

### Suitability and Appropriateness Policy

This Policy details RBCEL's approach to complying with the FCA's suitability and appropriateness requirements for advised and non-advised services. Included in this Policy are details of what information will be gathered from you to assess suitability (for advised services) or appropriateness (for non-advised services). The Policy 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.

### Market Abuse and Information Barriers Policies

This Policy places tight restrictions on the ability to share client, portfolio and trading information among different parts of RBC.

As such, it facilitates the effective management of conflicts arising where RBCEL deals with other entities within RBC, for example:

- By enabling RBCEL to place trades through RBC as a broker on an arm's length basis, subject to meeting our best execution and trade allocation policies
- By preventing the situation where confidential information received by another part of RBC becomes known within RBCEL, 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 RBCEL's fiduciary activities.

**Order execution and allocation policies**

All trading activity is subject to strict internal rules based upon the FCA requirements. These include, inter alia, the need to take all sufficient steps to obtain, when executing orders, the best possible results for clients, to execute client orders in due turn and the operation of a pro rata allocation policy, all 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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