The information contained within this brochure does not constitute financial advice or a personal recommendation. Investors should remember that the value of investments, and the income from them, can go down as well as up and that past performance is no guarantee of future returns. You may not recover what you invest. References to taxation are based on our current understanding of the legislation but we do not represent that it is accurate or complete and it should not be relied upon as such. Tax laws are subject to change.

investecdfm.co.uk

Member firm of the London Stock Exchange.
Authorised and regulated by the Financial Conduct Authority.
Investec Wealth & Investment Limited is registered in England.
Registered No. 2122340. Registered Office: 30 Gresham Street, London, EC2V 7DN.
IWI236 v9 05/18
“Our job is to offer you, as a client or potential client, a service of the highest possible standard delivered by high calibre people with expertise and integrity. It is as simple as that”

Jonathan Wragg, CEO
Make your life easier

Structuring your investments

At Investec Wealth & Investment our bespoke investment management services have been specifically designed to work in conjunction with you and your financial adviser.

Our aim is to work with your adviser and you to create and proactively manage a bespoke solution for your investments, which may encompass a directly held portfolio, ISAs, offshore wrappers, SIPPs, pension funds and trust assets or a combination of all.

We consider both traditional and alternative investment strategies and asset allocation in order to meet your specific investment requirements, as determined in discussions with your adviser.

The moment your adviser contacts us to discuss your objectives, we assign a dedicated investment manager to work with you both to create a bespoke solution. We are well known in the industry for delivering out of the ordinary levels of service and this, too, is something you can count on.
Personal service, expert solutions, widespread benefits

When you and your financial adviser make the decision to appoint Investec Wealth & Investment as your partners to manage your investments, the benefits of our bespoke service become abundantly clear:

**Basis of advice**

Investec Wealth & Investment offer ‘restricted’ advice services to the clients of financial advisers. We have decided that the ‘restricted’ route is most suitable for these clients. This is because our investment managers specialise in these services and do not provide advice on all Retail Investment Products (RIPs) e.g. life policies. For more information please refer to our document *Retail Distribution Review update for Clients of Financial Advisers*, which can be downloaded from our website.

**Flexible income payments**

We collect all dividends and interest on your behalf and can arrange for income to be paid into a designated bank account on a regular basis. Alternatively, we can offer standing order and drawdown facilities.

**Reports, valuations and consolidated tax vouchers**

A comprehensive annual report incorporating a consolidated tax voucher and capital gains tax report is provided to you and your financial adviser, where required, to assist in the preparation of your tax return. We will also provide regular valuations along with our comments on the performance of your investments throughout the period.

**Online portfolio valuation service**

You and your financial adviser can access portfolio valuations and statements via our dedicated website.

**Taxation management**

We have expertise in utilising your annual tax allowances as well as managing monies in tax-efficient wrappers.
In specie transfers

We can transfer your existing investments into your account with us without encashment (subject to the terms of your existing provider).

ISAs

As part of your investment solution, existing ISAs can be incorporated, whilst working with your financial adviser to potentially incorporate current and future years allowances where appropriate.

Security of your assets

For even greater peace of mind, we have market-leading insurance and professional indemnity cover in the unlikely event of a loss of client assets through criminal negligence. We consider this an important part of our commitment to protect client assets. Your assets are held in our wholly owned nominee company and are completely ring fenced from the Investec group.

The value of investments and the income derived from them may go down as well as up and you may not necessarily get back the amount you invested.
Enduring values. Modern methods

Our investment managers adopt a group-wide investment process, one that ensures a structured and disciplined approach through access to our extensive research capabilities (as demonstrated by the investment process chart on the following page).

We constantly bring together the best ideas of all the firm’s resources in pursuit of our aim to deliver consistently good risk-adjusted returns for your portfolio. Efficient and streamlined, our independent research department and our experienced investment managers are organised into specialist teams to focus on three core areas: asset allocation, stock and sector allocation and collective funds.

Asset allocation

The Asset Allocation Committee meets monthly to formulate the recommended split between assets to be held in clients’ portfolios and discuss which areas to invest in geographically. They consider trends in global economies, interest rates and currencies, and appraise forecasts for corporate profits and dividends.

Stock and sector allocation

The Stock Sector Committee meets regularly to review changes in core list UK equities, to initiate changes in sector views and to confirm, or question, changes in sector or stock recommendations. The aim is to maintain an analytically driven process, without losing the ability to make timely, tactical calls.

Collective funds

The Collectives Committee meets regularly to review changes in the core collectives list and respond to developments in fund performance, valuation or manager turnover. Reviewing and selecting our favoured ethical, commercial property, hedge and structured products falls within the remit of this group.
“We constantly bring together the best ideas of all the firm’s resources.”

Investment process

External information
Services & media

Meetings with
fund managers, economists, strategists, analysts, companies

Research from
major UK, European & US investment houses

Analysis
Fundamental, quantitative & technical

Comprehensive inputs

In-house analysis
Weekly forum
Asset Allocation Committee
Collective Funds Committee
Stock Sector Committee
Morning meeting

Collegiate style

Asset allocation
Strategic + Sector weightings + Tactical
Stock selection

Framework recommendations

Application to your portfolio

Bespoke application
A genuinely bespoke service

Service Description

It is extremely important that clients understand the services we offer and we provide a clear explanation here:

Discretionary Portfolio Management – this means that IW&I manages your portfolio in line with specified investment objectives as agreed with you and within your particular risk profile. IW&I has full authority at our discretion to buy and sell particular shares, funds and investments without prior reference to you, and to enter into any kind of transaction or arrangement for your account which is in line with agreed criteria. Discretionary Portfolio Management is preferred by most clients as it simplifies what can be a complicated investment management process and is often seen as the ‘traditional’ wealth management service.

Our bespoke portfolio option is the key feature of our service. This can be tailored to meet your specific investment objectives and is highly flexible. It allows us to offer both traditional and alternative investment strategies, which may take into account any ethical, high income and drawdown requirements, or alternatively, incorporate existing investments. We are happy to advise you, and your financial adviser, on the most suitable asset allocation to meet your requirements.

The benefits of discretion

Once the make up of your bespoke portfolio has been agreed, we manage the portfolio on a discretionary basis. This enables us to handle day-to-day decision making and allows us to respond quickly and efficiently to market changes or opportunities that are in your best interests.

“Our bespoke portfolio option is the key feature of our service.”
We have introduced ourselves, and now would like to get to know you better

Great relationships start with a conversation. That is why we place so much value on them.

We would like to think such a conversation would be mutually beneficial and they always take place in the strictest confidence. It costs nothing for your adviser to invite us to sit around the table to discuss your requirements and our solutions. The outcome could reap the rewards you are seeking.

Should your adviser feel that it would be beneficial to have a meeting with us, we are never too far away. We have 15 offices around the country, and you and your adviser are always welcome to spend time with us, or we will happily travel to you.

We want to be a part of helping you to take care of your future and look forward to working for you soon.

investecdfm.co.uk
A snapshot of our business

What we do

The heart of our business is investment management for individuals, charities, trusts and clients of financial advisers. We invest on behalf of our clients on a bespoke basis, seeking the best and most tax-efficient returns on their capital at all times.

Who we are

The firm’s foundation goes back to 1827 and our history is closely linked to the development of the financial sector in the United Kingdom. Historic stockbroking firms Rensburg, Carr Sheppards Crosthwaite and Williams de Broë form a proud part of our DNA.

We believe that our firm is attractive to our clients because we are small enough to be agile and responsive but, at the same time, offer more resource, depth of expertise and robust systems compared with smaller firms.

Our approach allows us the freedom to build investment portfolios appropriate for the needs of each individual client, without bias.

Experience counts

Investec Wealth & Investment is ideally positioned to help our direct and intermediary clients meet their long-term investment objectives. Many of our investment managers have been with us for over two decades, so you can be sure that the level of expertise available to you is of the highest quality and that our people are sincere about forming a long-lasting business relationship with you.

Where we are

The firm currently manages £34.3 billion* of funds for our clients from 15 specialist offices stretching from Edinburgh to Exeter. With the dynamism and strength of Investec Group to draw on for further expertise and resources as required, you can be assured of excellence and a business that prides itself on being there for our clients when they need us.

*As at 30 September 2017.
“Our job is to offer you, as a client or potential client, a service of the highest possible standard delivered by high calibre people with expertise and integrity. It is as simple as that.”

Jonathan Wragg, CEO
Investment management services for clients of financial advisers

Personal, professional service in partnership with your financial adviser

The information contained within this brochure does not constitute financial advice or a personal recommendation. Investors should remember that the value of investments, and the income from them, can go down as well as up and that past performance is no guarantee of future returns. You may not recover what you invest. References to taxation are based on our current understanding of the legislation but we do not represent that it is accurate or complete and it should not be relied upon as such. Tax laws are subject to change.

Bath 01225 341580
Belfast 02890 321002
Birmingham 0121 232 0700
Bournemouth 01202 208100
Cheltenham 01242 514756
Edinburgh 0131 226 5000
Exeter 01392 204404
Glasgow 0141 333 9323
Guildford 01483 304707
Leeds 0113 245 4489
Liverpool 0151 227 2030
London 020 7597 1234
Manchester 0161 832 6868
Reigate 01737 224223
Sheffield 0114 275 5100

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Registered No. 2122340. Registered Office: 30 Gresham Street, London, EC2V 7QN.

IWI236 v9 05/18
Discretionary Corporate Client Agreement
for Clients of Financial Advisers

Account Name(s) (including any sub-account designation)

To be read in conjunction with the enclosed Terms and Conditions

Words and phrases used in this Client Agreement shown in italics have the definitions set out in the Definitions section at the end of the Terms and Conditions. For the purpose of this Agreement, references to “we” “our” or “us” refer to Investec Wealth & Investment ("IW&I") and references to “you” or “your” refer to the party or parties named above, unless otherwise stated.

This Client Agreement and the other documents (as set out in Section 1 and the Terms and Conditions) which form the Agreement between us and you set out the basis upon which IW&I will provide these services to you. It replaces all prior arrangements or understandings between us and you.

Please complete this document as comprehensively as possible. Please complete all fields as applicable; any gaps should be marked ‘not applicable’.

Contents

Section 1 – Correspondence details
Section 2 – Relationship with other parties
Section 3 – Company details
Section 4 – Tax
Section 5 – Investment policy
Section 6 – Your money
Section 7 – Instructions
Section 8 – Declarations
Section 9 – Account Transfer Authority form
Section 10 – Nominated entity form
Section 11 – Nominated persons form
Section 12 – Additional information
Our Agreement

This Client Agreement should be read in conjunction with the Terms and Conditions (including the Annexes), Managing Your Investments document and ratecard which sets out our charges, and any other document as listed in the Terms and Conditions, which we may provide to you which states it is to form part of the Agreement between us and you. You are then requested to complete, sign and return a copy of this Client Agreement to us.

As stated in the Terms and Conditions, the Agreement between you and us will come into force when all of the following matters have been completed:

1. We have received a completed and signed copy of this Client Agreement.
2. We have fulfilled our obligations under the appropriate Money Laundering legislation or regulations in respect of our engagement by new customers.
3. We have received a copy of the board resolution authorising the opening of the account and specifying the director(s) authorised to enter into this Agreement.

Once the above matters have been completed, and if applicable, we have re-registered your securities in the name of our nominee company, you will receive from us a Commencement Letter which sets out the date on which we shall begin to manage the portfolio in accordance with the terms of the Agreement.

Prior to the date set out in the Commencement Letter and subject to the terms of the Agreement, we will at your request provide advice in respect of individual assets and on your instructions deal in respect of individual assets. However, we will not be able to provide this service unless we have received from you a signed copy of this Client Agreement and we have fulfilled our obligations under the appropriate Money Laundering legislation or regulations.

If you request us to carry out an execution only trade, we are not required to assess the suitability of the instrument or service provided to you. As a result you will not benefit from the protection of the Financial Conduct Authority (FCA) rules on assessing suitability and therefore we will not assess whether the product or service meets your investments objectives, risk appetite and ability to bear any financial loss. If you request us to purchase a complex financial instrument, we must first assess whether we believe you have the appropriate knowledge and experience to understand the risks involved with investing in that product. We may need you to provide us with additional information to allow us to perform that assessment.

Our nominee services

Your stock will normally be registered in the name of our nominee company and held on trust on your behalf. Our nominee company is a member of the CREST Settlement System and, wherever practicable, will hold your stock in uncertificated form. Assets held in our nominee company are subject to the rules of the FCA.

The Directors should be aware that the time taken to re-register cash, assets, shares and/or securities in the name of our nominee company will vary dependent on a number of factors outside of our control. As such we may not be able to effect any transaction you instruct us to carry out prior to the date set out in the Commencement Letter and we do not accept liability for any loss you may suffer as a result of being unable to deal in your assets whilst they are in the process of re-registration in the name of our nominee company.

In the event that you continue to receive correspondence direct from companies or their registrars (particularly in respect of corporate actions), you should inform us immediately and retain any such documentation pending our recommendation.

Section 1

Correspondence details/Relationship with other parties

Sections 1-2

If you would prefer we can undertake all communication via your Financial Adviser* (please tick)

* If you request Valuations, Loss Notifications and/or all communications to be sent to your Financial Adviser only, your Financial Adviser will be responsible for forwarding all of these communications to you in a timely manner.

If no boxes are ticked, we shall forward the documents to you.
Online portfolio valuation service

Do you wish to set up access to view your account(s) on the internet using our Online Portfolio Valuation Service? Primary Contact Yes No

If “Yes” please provide a memorable six-letter word that will be used for security purposes. Primary Contact

Please Note:
1. Each applicant must have their own email address and preferably mobile telephone number.
2. Kindly ensure that you have provided both the email address and mobile telephone number within Section 1 of this form.
3. To login for the first time it will be necessary to call the Client Service Centre and have access to your PC or laptop, and your mobile phone. Kindly also have your user name (your email address) and the memorable six-letter word used in your application to hand as these will be required.
4. Please refer to our full Terms and Conditions document for details of the terms and conditions applicable for the Internet Valuation Facility (Online Portfolio Valuation Service).

Instructions from any nominated person

If you wish to appoint any nominated person or entity to pass instructions to us in respect of the operation of the account (e.g. Solicitor, Accountant, Adviser, etc.), please complete the separate nomination form at the back of this document.

Please tick relevant box and complete section listed

Nominated entity (e.g. Solicitors, Accountant, etc.) Section 10
Nominated person (e.g. other adviser, etc.) Section 11

Information to other persons

If you wish us to give information to other persons in respect of the operation of your account (e.g. Solicitor, Accountant, etc.), please list them below.

If after the date of this Client Agreement your wishes change, please notify us in writing in accordance with section 42 of the Terms and Conditions.

Please send copy information to the following parties:

NAME
ADDRESS
POSTCODE

NAME
ADDRESS
POSTCODE

NAME
ADDRESS
POSTCODE
Section 3

Service

The account will be operated on a discretionary basis as described in section 5 of our Terms and Conditions.

For discretionary clients, we do not normally send out contract notes. The information of each trade will be included in your valuation.

If you wish to receive contract notes at the time of dealing, please tick this box.

<table>
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<tr>
<th>Company Directors (please continue on the Additional Information section at the end of this document if necessary)</th>
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Company Directors who are authorised to give instructions on behalf of the Company must complete the following details (please continue on the Additional Information section at the end of this document if necessary).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Date of Birth</th>
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<th>Nationality</th>
<th>Country of Birth</th>
<th>Country of Residence</th>
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**Legal Entity Identifier (LEI)**

*If the entity does not currently have a Legal Entity Identifier (LEI), instructions on how to apply may be found at http://www.lseg.com/LEI.*
Company details/tax/investment policy
Sections 3-5

The details of shareholders whose holding is greater than 20% must be completed below (please continue on the Additional Information section at the end of this document if necessary).

<table>
<thead>
<tr>
<th>FULL NAME</th>
<th>DATE OF BIRTH</th>
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<tr>
<th>RESIDENTIAL ADDRESS</th>
<th>POSTCODE</th>
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<tr>
<th>NATIONALITY</th>
<th>COUNTRY OF BIRTH</th>
<th>COUNTRY OF RESIDENCE</th>
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Nature of company

Is the Company a trading Company [ ] or an investment Company [ ]

If the Company is a trading Company, please describe the portfolio’s role in the overall Company strategy.

We will operate the account on the basis of one instruction, unless notified to the contrary in the board resolution (referred on page 2).

<table>
<thead>
<tr>
<th>APPROXIMATE VALUE OF NET ASSETS OF THE COMPANY</th>
<th>APPROXIMATE NUMBER OF MEMBERS OF THE COMPANY</th>
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Copy of Memorandum and Articles of Association [ ]

Copy of the Latest Company Accounts [ ]

Section 4

Tax

What is the Company’s rate of corporation tax? [ ] %

When is the Company’s year end? [ ] [ ] [ ]

Customer Declaration

The Company is incorporated in [ ] for taxation purposes.

Please note: a) we may be required to disclose certain information about your account to HM Revenue & Customs and overseas authorities if requested;
b) if you invest in US securities please read the guidance notes on US Withholding Tax in our Terms and Conditions.

Section 5

Level of portfolio risk

Which of the following statements most closely matches your attitude to portfolio risk?

Please read our Managing Your Investments document for information on our risk classifications.

[ ] Low  [ ] Low/Medium  [ ] Medium  [ ] Medium/High  [ ] High

Investment objectives

To enable us to understand and assist in meeting the Company’s requirements, please tick one of the following objectives.

To achieve a balanced return from income and capital growth [ ]

To maximise capital growth [ ]

To maximise income [ ]

Time horizon

What is the timeframe for investment? [ ] 1-5 YEARS [ ] 5-10 YEARS [ ] 10 YEARS+
**Investment instructions or restrictions**

Please indicate in the box below whether there are any investment instructions or restrictions. If no restriction(s) is/are specified, we may recommend to you any investment or that you enter into a transaction on any market referred to in section 6 of our Terms and Conditions which we believe to be suitable for you.

Either:

- [ ] INVESTMENT INSTRUCTIONS OR RESTRICTIONS
- [ ] THERE ARE NO INVESTMENT RESTRICTIONS

Please provide additional details below:

---

**Benchmark**

As outlined in our Terms and Conditions, performance will be measured against an appropriate benchmark. The suggested benchmarks to be used are detailed in the Managing Your Investment brochure. However, if the Directors wish to adopt a bespoke index, please provide details of this below or in the Additional Information section at the end of this document.

[INSERT DETAILS OF BESPOKE BENCHMARK]

---

**Further or alternative provisions**

Please state here if there are further or alternative provisions of which we should be aware. We will attempt to meet these requirements, but will inform you if such requests are not relevant in the circumstances or are impractical to provide.

---

**Valuations and investment reports**

A valuation of your portfolio will be produced on the [ ] DAY of [ ] MONTH (not later than three months from the commencement date of the Agreement) and thereafter at quarterly intervals.

The Investment Manager will provide the following quarterly reports:

(a) a valuation in the Investment Manager’s standard form;

(b) a comparison of the portfolio return in relation to the agreed benchmark, with comment on any significant differences.
Management of the account

Section 6

Your money

Any funds which we hold for you will be held in a bank account on your behalf subject to the FCA Client Assets Rules.

If you request us to pay money to you, we will normally only pay money by automated transfer to the bank or building society nominated by you below.

If the Company’s account changes or you wish money to be paid to another account, we ask that you confirm this in writing in advance of payment.

<table>
<thead>
<tr>
<th>BANK/BUILDING SOCIETY</th>
<th>BRANCH</th>
<th>SORT CODE</th>
<th>ACCOUNT NUMBER</th>
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<table>
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<tr>
<th>ACCOUNT NAME</th>
<th>IBAN NUMBER (IF AN OVERSEAS BANK ACCOUNT)</th>
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Section 6

Financial Background

In order to comply with anti-money laundering regulations, we are required to form a complete understanding of how our clients accumulated their overall wealth and the assets that we are being asked to manage. We are unable to accept funds for investment without this information.

Origins of Wealth

Please describe briefly the principal sources of your overall wealth.

Your Investment

Please indicate how the specific capital sum that you wish Investec Wealth & Investment to manage arose.

Source of Funds

Please indicate where the specific capital sum (cash and assets) that you wish Investec Wealth & Investment to manage will be being transferred from (e.g. personal bank account held at HSBC; portfolio transferred from another investment manager). Please also indicate from which country the funds originate (e.g. UK).

Income

Please reinvest into the Investec Wealth & Investment capital account

Transfer to the bank account as indicated above

Income will be paid to the capital, or other account, on a quarterly basis.
Section 7

Communication preferences

We would like to use your details to keep in touch by sending information which we believe is relevant and useful to you. This information may include investment news and insights alongside marketing updates and exclusive event invites.

To help further develop and understand the right information and services that we can provide, we may also use your information for internal marketing analytics.

Please confirm how you would like to receive investment news and insights alongside marketing updates and exclusive event invites from IW&I:

(Please tick all that apply)

Email: ☐ Post: ☐ SMS: ☐ Social Media Messaging: ☐

In order for us to continue to develop and grow our business, we would like your permission to share some of your information with selected third-party partners.

☐ Yes, I am happy for my information to be shared securely with carefully selected marketing partners to help Investec Wealth & Investment better understand the needs and interests of current and future clients through analytics and insight.

For more information on this and how we treat your data securely, please see our Data Protection Notice.

At any time you can change your mind and opt-out or update your communication preferences by contacting: communications@investecwin.co.uk or by contacting your Investment Manager or Financial Planner.

Authority to communicate by fax and email

Please note that given the data security issues surrounding the sending of unencrypted emails, should you, or any nominated person on your behalf communicate with us by fax or email or request that we provide information to you or any nominated person by email the following provisions will apply:

Where you communicate with us by fax or email

You give us authority to receive instructions from you by email and fax in relation to the matters listed below and in relation to any other matters connected with your account and the relationship between us and you.

1) This authority shall extend to the matters listed below only or in any way connected with your account and the relationship between us and you:
   a) the transfer of funds between accounts in your name(s);
   b) the processing / amendment / cancellation of other information relating to this account.

2) Where instructions received by us are given by email, we give no guarantee as to the timeliness or execution of those instructions, including cases, for example, where the addressee at our offices is not available or is away or our email systems are not available. You should not assume that any email has been received by us and/or actioned unless you have received either an email and/or telephone call acknowledging our receipt.

Where you request that we provide information to you by email

1) you confirm that you are responsible for the security and access to your email account.
2) unless you inform us otherwise we are entitled to assume that the email address given below remains current.

EMAIL ADDRESS: ____________________________

We shall not normally accept instructions given by email. You should also be aware that email is not a secure medium and therefore any instructions received by us purporting to be from you by email will be actioned but no liability will be accepted for any false instructions or lateness whatsoever. We shall have no obligation to verify the authenticity of any email sent to us and we reserve the right not to action instructions if we believe such instructions could be fraudulent. In such circumstances we will contact you by telephone to verify whether the instructions are genuine.

This authority shall continue in full force and effect until we receive from you, in writing in accordance with the provisions of section 32 of the Terms and Conditions in a form other than by email or fax, different instructions.

Please note that this instruction does not extend to the transfer of unsold stock out of our nominee company or safe custody, nor to paying money away to third parties.

Important

1. We can only act as your investment manager if a copy of this Client Agreement is signed and returned to us.

2. You should ensure that you have received our Terms and Conditions and all other documents referred to in section 1 of this Client Agreement and that you are fully aware of our charges currently in force.

3. You should notify us immediately if any of the information set out in this Client Agreement or that you may provide to us in the future should change.
Section 8

To Investec Wealth & Investment

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read this Agreement (a defined term in our Terms and Conditions) carefully before signing. If you do not understand any point, please ask for further information.

To be completed by your Financial Adviser

<table>
<thead>
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<th>CONTACT NAME</th>
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</tr>
</thead>
<tbody>
<tr>
<td>NAME OF FIRM</td>
<td></td>
</tr>
<tr>
<td>FCA NUMBER</td>
<td>IW&amp;I AGENCY NUMBER</td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS (IF DIFFERENT)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>FAX NUMBER</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>EMAIL</td>
<td></td>
</tr>
</tbody>
</table>

Bank details

Any payments to you on behalf of your clients will be through the bank account details already held for your IW&I agency above.

Declarations by the Financial Adviser

I/We certify that:

I/We confirm that I/we have undertaken a full fact find for the client(s) and assessed suitability of this service in accordance with FCA requirements.

I/We confirm that I/we will notify IW&I of any change in our client(s) circumstances that may affect the management of the portfolio.

This information will be used by us for the purposes of fulfilling our Know your Customer obligations with regards to the management of your client(s) portfolio. It will not be used for any other purpose.

I/We confirm that

(a) the information in section 1 above was obtained by me/us in relation to the customer;

(b) the evidence I/we have obtained to verify the identity of the customer and certified copies of the underlying documentary evidence can be provided upon request

meets the standard evidence set out within the guidance for the UK Financial Sector issued by JMLSG, or

exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation), or

or

I/We have not verified the identity of the Applicant(s).

I/We understand that where my/our client has requested that Valuations, Loss Notifications and/or all communications are sent to me/us that I/we accept the responsibility of forwarding all of these communications to my/our client in a timely manner.

I/We understand that any remuneration paid to me/us on behalf of my/our client(s) is inclusive of any VAT that may be applicable.

I/We confirm that I/we have been informed verbally or in writing, that the basis of any advice within the service will be ‘restricted’. I/We also confirm that I/we have notified the client accordingly.

Note: If you are unable to provide documentary evidence of money laundering verification or you have not undertaken verification of the Applicant(s), we will contact the Applicant(s) direct in order to fulfill our obligations under the money laundering legislation. This will delay the commencement of this Agreement.

<table>
<thead>
<tr>
<th>SIGNED</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th></th>
</tr>
</thead>
</table>
Declarations
Section 8

This is our standard Client Agreement upon which we intend to rely. For your own benefit and protection, you should read this Agreement (a defined term in our Terms and Conditions) carefully before signing. If you do not understand any point, please ask for further information.

Customer declaration

The Directors confirm that there are no principals behind the Company which are not known to Investec Wealth & Investment ("IW&I"). The Directors confirm the appointment and authorisation of IW&I to act as Investment Manager for the Company with effect from the date below and in confirming that appointment hereby confirm that the Directors have read and understood the provisions of the Agreement (including the Terms and Conditions and other documents referred to in the first paragraph of this Client Agreement and details of our charges) and agree to be bound by the terms set out in all of these documents.

Further, in respect of the operation of the account, the Directors confirm that (unless notified to the contrary):

a) Any one of the undersigned, or a duly authorised nominated person, is authorised to give all instructions on behalf of the Company.
b) Any one Director is authorised on behalf of the Company to appoint in writing additional nominated persons for the Company for the purposes of (a) above, provided that this instruction is given on a validly signed Nominated Person Form. For additional Directors, or changes to the Directors, the written notification must be accompanied by a certified copy of the Companies Act form 288a. This will be subject to paragraph 1 of section 39 of our Terms and Conditions.
c) The Directors undertake to notify IW&I immediately in writing of any amendment made to the Company documentation and provide a certified copy of the document evidencing such amendment.
d) The Directors undertake to notify IW&I in writing of any change of Director immediately following the change becoming effective and provide certified documents evidencing the change of Director, for example, the relevant Companies Act form. Again, this will be subject to paragraph 1 of section 39 of our Terms and Conditions.
e) The above confirmations do not in any way prejudice or affect any instructions previously given to IW&I in relation to the operation of the account held by the Company.

Their Financial Adviser has advised them as to the suitability of this service and IW&I has no obligation to assess this suitability. Furthermore, in relation to the Articles of Association, the Directors confirm that:

a) They have the unencumbered power to invest Company monies and that there are no restrictions on the assets in which the Company may invest.
b) They have the absolute power to appoint Investment Managers and to delegate investment decisions.
c) After taking competent legal advice that all relevant Company provisions have been disclosed to IW&I and that all supplemental documents evidencing these powers have been supplied to IW&I and that they are true and accurate, and that there are no other relevant provisions of the Company regulating the investment of assets.

We certify that these confirmations were duly given in accordance with the Articles of Association of the Company. We confirm that the signatures furnished to IW&I herewith are those of the Directors at the date hereof.

I/We authorise you to release information in relation to the companies investments and details of the trust to our financial adviser firm.

I/We authorise you to accept instructions in relation to the companies investment mandate from our financial adviser firm Please Tick

I/We authorise you to accept instructions in relation to payments from the companies account from our financial adviser firm Please Tick

I/We authorise you to facilitate the payment as outlined below to the companies financial adviser firm.

The company confirms that the basis of any adviser agreed remuneration has been fully explained to me/us by our financial adviser firm.

I/We confirm that we have been informed, both in writing and verbally, that the basis of any advice within the service will be ‘restricted’.

(i) I/We confirm that I/we give you prior express consent, where in exceptional circumstances you agree to retain a limit order for more than one day, not to publish those limit orders.

(ii) I/We confirm that I/we give you prior express consent to deal off-market as detailed in the Order Execution Policy in the Annexes of the Terms and Conditions.

Non-recurring adviser agreed remuneration

I/We confirm that I/we agree to the payment of non-recurring adviser agreed remuneration of (enter £ value or % of investment) inclusive of any VAT that may be applicable.

Recurring adviser agreed remuneration (for this and any additional investment)

I/We confirm that I/we agree to the payment of recurring adviser agreed remuneration of (enter £ value or % of investment) per annum inclusive of any VAT that may be applicable.

Please note we will continue to pay your adviser at the agreed rate unless we hear from you in writing.
**Investec Wealth & Investment charges**

The basis of IW&I charge(s) that will be applied across all of the account(s) stated above will be as follows:

- **Annual Management Charge**: 
  
- **Dealing Commission (per transaction)**: 
  
- **Bargain Administration Charge (per transaction)**: 

**Note**: A complete list of the persons so authorised to sign on behalf of the Company, with specimens of their signatures, must be furnished to us if such persons have not signed above.
Dear Sirs

Please accept this document as my/our authority to transfer my/our account detailed below to Investec Wealth & Investment and accept the instructions below with regard to the stocks/cash to be transferred.

### Existing manager

<table>
<thead>
<tr>
<th>NAME</th>
<th>ACCOUNT NAME</th>
<th>ADDRESS</th>
<th>POSTCODE</th>
</tr>
</thead>
</table>

### First name applicant

<table>
<thead>
<tr>
<th>MR</th>
<th>MRS</th>
<th>MISS</th>
<th>MS</th>
<th>OTHER</th>
<th>FULL NAME</th>
<th>ADDRESS</th>
<th>POSTCODE</th>
</tr>
</thead>
</table>

### Second name applicant

<table>
<thead>
<tr>
<th>MR</th>
<th>MRS</th>
<th>MISS</th>
<th>MS</th>
<th>OTHER</th>
<th>FULL NAME</th>
<th>ADDRESS</th>
<th>POSTCODE</th>
</tr>
</thead>
</table>

### Instructions

- [ ]
- [ ]
- [ ]
- [ ]

### Signature

**Signed:**

**Date:**

### For Corporate bodies please state capacity of signatories:

- [ ]
- [ ]

### For office use only

**Investec Wealth & Investment contact name and number (Inv Manager):**

- [ ]

**To arrange the transfer of the securities please email:**

- [ ]

Please also supply the following:

Recent valuation including book costs and stock history (sedols or ISINs).

**Note:** You will need to complete a separate transfer form for each existing Manager. Investec Wealth & Investment is not responsible for any CGT liability you may incur from your existing Manager.
Nominated Entity Form

INVESTEC CONTACT: ___________________________ EXISTING REFERENCE NO.: ___________________________

**Entity Details**

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>REGISTERED ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POSTCODE</th>
<th>COUNTRY OF INCORPORATION</th>
<th>DATE OF INCORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Primary Contact**

<table>
<thead>
<tr>
<th>LEGAL ENTITY IDENTIFIER (LEI)*</th>
<th>LEI EXPIRY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If the entity does not currently have a Legal Entity Identifier (LEI), we will be unable to allow dealing authority to be granted. Instructions on how to apply may be found at [http://www.lseg.com/LEI](http://www.lseg.com/LEI)*

- Authorised to give instructions regarding portfolio construction, individual investments and the transfer of stock where a change of beneficial owner occurs
- Authorised to provide any information in relation to investments
- Authorised to issue instructions in relation to payments
- Authorised to issue instructions in relation to investment mandate

If you would like us to base any future advice on the knowledge and experience of a designated director, please arrange for them to complete the below section with their information.

**Designated Director**

**Financial expertise**

<table>
<thead>
<tr>
<th>Individual 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
</tr>
</tbody>
</table>

Have you had any previous experience of using an Investment Management service?

Have you had any experience in the types of investments listed below?

- **Fixed Interest**
  - e.g. Government and Corporate Bonds
- **Equities**
  - e.g. Stocks and Shares
- **Commercial Property**
  - e.g. Funds investing in Offices and Warehouses
- **Alternative Investments**
  - e.g. Hedge Funds, Private Equity, Structured Products, Commodities, FX
- **Cash**
  - e.g. Cash equivalents

If yes, please indicate if you have any previous Knowledge and/or Experience for each of the following:

- **Knowledge**: You understand the distinctive characteristics and important underlying risks of the investment.
- **Experience**: You have previously traded and/or owned the investment in the last 5 years.

Please provide details of your education, professional qualifications or relevant occupational experience of financial investments.

- [ ]
- [ ]

- [ ]
- [ ]

- [ ]
- [ ]

- [ ]
- [ ]

- [ ]
- [ ]

- [ ]
- [ ]

- [ ]
- [ ]
Please copy this form and complete for any additional nominated entities

In order to meet our regulatory obligations, Investec Wealth & Investment will be disclosing LEI data to the Financial Conduct Authority (FCA) as per our Terms and Conditions.

**SIGNATURE OF ACCOUNT HOLDER**

**CAPACITY IN WHICH SIGNING**

**DATE**

**PLEASE PRINT NAME**

**SIGNATURE OF ACCOUNT HOLDER**

**CAPACITY IN WHICH SIGNING**

**DATE**

**PLEASE PRINT NAME**
Nominated Persons Form 1

This form is to be completed if you wish to nominate a third party individual to pass instructions to us in respect of the operation of your account.

ACCOUNT NAME

INVESTEC CONTACT: EXISTING REFERENCE NO.: 

Third party details

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>SURNAME</th>
</tr>
</thead>
</table>

ADDRESS

<table>
<thead>
<tr>
<th>POSTCODE</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
</table>

COUNTRY OF RESIDENCE COUNTRY OF BIRTH

NATIONALITY NATIONAL CLIENT IDENTIFIER (NCI)*

SECOND NATIONALITY SECOND NATIONAL CLIENT IDENTIFIER (NCI)*

* National Client Identifier information is only required when the first of the four options below is selected. Please see the enclosed table detailing NCI information required for each country (where applicable). If the relevant country is not listed, please provide a valid passport number and expiry date. Should the individual have dual nationality, please complete the NCI details for each nationality. If you do not have the information attached, please contact your Investment Manager.

- Authorised to give instructions regarding portfolio construction, individual investments and the transfer of stock where a change of beneficial owner occurs
- Authorised to provide any information in relation to investments
- Authorised to issue instructions in relation to payments
- Authorised to issue instructions in relation to investment mandate

If you would like us to base any future advice on the knowledge and experience of your nominated person, please arrange for them to complete the below section with their information.

Financial expertise

Have you had any previous experience of using an Investment Management service? YES NO

Have you had any experience in the types of investments listed below?

- Fixed Interest e.g. Government and Corporate Bonds
- Equities e.g. Stocks and Shares
- Commercial Property e.g. Funds investing in Offices and Warehouses
- Alternative Investments e.g. Hedge Funds, Private Equity, Structured Products, Commodities, FX
- Cash e.g. Cash equivalents

Knowledge Experience

If yes, please indicate if you have any previous Knowledge and/or Experience for each of the following:

Knowledge: You understand the distinctive characteristics and important underlying risks of the investment.
Experience: You have previously traded and/or owned the investment in the last 5 years.
Please provide details of your education, professional qualifications or relevant occupational experience of financial investments.

[Blank space for details]

Please copy this form and complete for any additional nominated individuals

SIGNATURE OF THIRD PARTY

DATE

SIGNATURE OF ACCOUNT HOLDER

PLEASE PRINT NAME

CAPACITY IN WHICH SIGNING

DATE

SIGNATURE OF ACCOUNT HOLDER

PLEASE PRINT NAME

CAPACITY IN WHICH SIGNING

DATE

By signing this form you are confirming that the information is correct and acknowledging that in order to meet our regulatory obligations, Investec Wealth & Investment will be disclosing the information to the Financial Conduct Authority (FCA).

Please read the following notes before signing and dating this form:

In order for us to accept instructions from the above nominated person, you acknowledge:

We are unable to accept any instructions from any nominated person until we have received a specimen signature and we have positively identified the nominated person in accordance with the Anti-Money Laundering Regulations. We will write directly to the nominated person for this information.

That this authority will apply to all instructions given by the nominated person, in so far as you have authorised above.

We, our officers and our employees shall not be responsible in the event that fraudulent activity is perpetrated by any of the above named persons or other persons in respect of this account.

That we may receive both oral and written instructions from the nominated person and we will not be responsible for any error or omissions resulting from misunderstandings in respect of oral instructions.

This authority will be effective from the date of receipt by us and will apply until we receive written notification from you, your Executor or your Receiver that this authority is to be rescinded.
In order to combat market abuse, we are required by regulators to report unique codes known as National Client Identifiers (NCIs) for all individuals associated with a financial transaction. Without these we are unable to execute any financial transactions on your behalf.

Below is the list of NCIs for each nationality. Where ‘No NCI Requirement’ is listed, please add this wording to the relevant field(s) of this Agreement.

<table>
<thead>
<tr>
<th>Country Name</th>
<th>NCI Requirement</th>
<th>Country Name</th>
<th>NCI Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>No NCI Requirement</td>
<td>Iceland</td>
<td>Personal Identification Code</td>
</tr>
<tr>
<td>Belgium</td>
<td>Belgian National Number</td>
<td>Italy</td>
<td>Fiscal code</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>Bulgarian Personal Number</td>
<td>Liechtenstein</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Cyprus</td>
<td>National Passport Number</td>
<td>Lithuania</td>
<td>Personal code</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>National Identification number</td>
<td>Luxembourg</td>
<td>No NCI Requirement</td>
</tr>
<tr>
<td>Germany</td>
<td>No NCI Requirement</td>
<td>Latvia</td>
<td>Personal code</td>
</tr>
<tr>
<td>Denmark</td>
<td>Personal identification code</td>
<td>Malta</td>
<td>National Identification Number</td>
</tr>
<tr>
<td>Estonia</td>
<td>Estonian Personal Identification Code</td>
<td>Netherlands</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Spain</td>
<td>Tax identification number</td>
<td>Norway</td>
<td>11 digit personal id</td>
</tr>
<tr>
<td>Finland</td>
<td>Personal identity code</td>
<td>Poland</td>
<td>National Identification Number</td>
</tr>
<tr>
<td>France</td>
<td>No NCI Requirement</td>
<td>Portugal</td>
<td>Tax number</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>UK National Insurance number</td>
<td>Romania</td>
<td>National Identification Number</td>
</tr>
<tr>
<td>Greece</td>
<td>10 DSS digit investor share</td>
<td>Sweden</td>
<td>Personal identification number</td>
</tr>
<tr>
<td>Croatia</td>
<td>Personal Identification Number</td>
<td>Slovenia</td>
<td>Personal Identification Number</td>
</tr>
<tr>
<td>Hungary</td>
<td>No NCI Requirement</td>
<td>Slovakia</td>
<td>Personal number</td>
</tr>
<tr>
<td>Ireland</td>
<td>No NCI Requirement</td>
<td>All other countries</td>
<td>National Passport Number</td>
</tr>
</tbody>
</table>
Nominated Persons Form 2

This form is to be completed if you wish to nominate a third party individual to pass instructions to us in respect of the operation of your account.

<table>
<thead>
<tr>
<th>ACCOUNT NAME</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INVESTEC CONTACT:</th>
<th>EXISTING REFERENCE NO.:</th>
</tr>
</thead>
</table>

**Third party details**

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>SURNAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
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<tbody>
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<table>
<thead>
<tr>
<th>POSTCODE</th>
<th>DATE OF BIRTH</th>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTRY OF RESIDENCE</th>
<th>COUNTRY OF BIRTH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONALITY</th>
<th>NATIONAL CLIENT IDENTIFIER (NCI)*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECOND NATIONALITY</th>
<th>SECOND NATIONAL CLIENT IDENTIFIER (NCI)*</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

* National Client Identifier information is only required when the first of the four options below is selected. Please see the enclosed table detailing NCI information required for each country (where applicable). If the relevant country is not listed, please provide a valid passport number and expiry date. Should the individual have dual nationality, please complete the NCI details for each nationality. If you do not have the information attached, please contact your Investment Manager.

- Authorised to give instructions regarding portfolio construction, individual investments and the transfer of stock where a change of beneficial owner occurs
- Authorised to provide any information in relation to investments
- Authorised to issue instructions in relations to payments
- Authorised to issue instructions in relation to investment mandate

If you would like us to base any future advice on the knowledge and experience of your nominated person, please arrange for them to complete the below section with their information.

**Financial expertise**

<table>
<thead>
<tr>
<th>Knowledge</th>
<th>Experience</th>
</tr>
</thead>
</table>

**Individual 1**

Have you had any previous experience of using an Investment Management service?

- YES
- NO

Have you had any experience in the types of investments listed below?

If yes, please indicate if you have any previous Knowledge and/or Experience for each of the following:

- **Knowledge**: You understand the distinctive characteristics and important underlying risks of the investment.
- **Experience**: You have previously traded and/or owned the investment in the last 5 years.

**Fixed Interest**
- e.g. Government and Corporate Bonds

**Equities**
- e.g. Stocks and Shares

**Commercial Property**
- e.g. Funds investing in Offices and Warehouses

**Alternative Investments**
- e.g. Hedge Funds, Private Equity, Structured Products, Commodities, FX

**Cash**
- e.g. Cash equivalents
Please provide details of your education, professional qualifications or relevant occupational experience of financial investments.

<table>
<thead>
<tr>
<th>Name</th>
<th>Education</th>
<th>Professional Qualifications</th>
<th>Occupation Experience</th>
</tr>
</thead>
</table>

Please copy this form and complete for any additional nominated individuals

<table>
<thead>
<tr>
<th>SIGNATURE OF THIRD PARTY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing this form you are confirming that the information is correct and acknowledging that in order to meet our regulatory obligations, Investec Wealth & Investment will be disclosing the information to the Financial Conduct Authority (FCA).

<table>
<thead>
<tr>
<th>SIGNATURE OF ACCOUNT HOLDER</th>
<th>PLEASE PRINT NAME</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CAPACITY IN WHICH SIGNING</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please read the following notes before signing and dating this form:

In order for us to accept instructions from the above nominated person, you acknowledge:

- We are unable to accept any instructions from any nominated person until we have received a specimen signature and we have positively identified the nominated person in accordance with the Anti-Money Laundering Regulations. We will write directly to the nominated person for this information.
- That this authority will apply to all instructions given by the nominated person, in so far as you have authorised above.
- We, our officers and our employees shall not be responsible in the event that fraudulent activity is perpetrated by any of the above named persons or other persons in respect of this account.
- That we may receive both oral and written instructions from the nominated person and we will not be responsible for any error or omissions resulting from misunderstandings in respect of oral instructions.
- This authority will be effective from the date of receipt by us and will apply until we receive written notification from you, your Executor or your Receiver that this authority is to be rescinded.
In order to combat market abuse, we are required by regulators to report unique codes known as National Client Identifiers (NCIs) for all individuals associated with a financial transaction. Without these we are unable to execute any financial transactions on your behalf.

Below is the list of NCIs for each nationality. Where ‘No NCI Requirement’ is listed, please add this wording to the relevant field(s) of this Agreement.

<table>
<thead>
<tr>
<th>Country Name</th>
<th>NCI Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>No NCI Requirement</td>
</tr>
<tr>
<td>Belgium</td>
<td>Belgian National Number</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>Bulgarian Personal Number</td>
</tr>
<tr>
<td>Cyprus</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>National identification number</td>
</tr>
<tr>
<td>Germany</td>
<td>No NCI Requirement</td>
</tr>
<tr>
<td>Denmark</td>
<td>Personal identity code</td>
</tr>
<tr>
<td>Estonia</td>
<td>Estonian Personal Identification Code</td>
</tr>
<tr>
<td>Spain</td>
<td>Tax identification number</td>
</tr>
<tr>
<td>Finland</td>
<td>Personal identity code</td>
</tr>
<tr>
<td>France</td>
<td>No NCI Requirement</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>UK National Insurance number</td>
</tr>
<tr>
<td>Greece</td>
<td>10 DSS digit investor share</td>
</tr>
<tr>
<td>Croatia</td>
<td>Personal Identification Number</td>
</tr>
<tr>
<td>Hungary</td>
<td>No NCI Requirement</td>
</tr>
<tr>
<td>Ireland</td>
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investecwin.co.uk
Managing
Your Investments
Clients of Financial Advisers
Managing your investments

Building trust from the start

Naturally, when you entrust us with the management of your money you want to know exactly what we will do with your investment.

• How will we be able to meet your requirements?
• Where will we invest your money?
• What risks are involved?
• How do we monitor and control our service?

We encourage our clients to ask as many questions as possible. This is where relationships built on long-term trust begin.

The following pages set out the steps taken when investing our clients’ money and answer the questions we are frequently asked by people who are thinking of using our services. Our aim is to give you as much information as possible to help you make an informed decision about whom to entrust with your investments.

We fully acknowledge the importance of the role of your financial adviser and the responsibility they accept when providing advice regarding the nature and suitability of your portfolio.

This document is intended to complement their advice to you and to aid your understanding of our approach to investment.

Choosing the right investment objective

What do you want your investments to deliver?
Depending on whether you aim to preserve or grow your investments, you can choose an option that offers:

• A balanced return from income and capital growth
• Primarily to maximise income
• Primarily to maximise capital growth

The level of income or capital growth you could potentially achieve will depend on how much risk you are prepared to take and how well markets perform. Your financial adviser will discuss each option with you to help determine which one would best suit your circumstances.

Naturally, Investec Wealth & Investment will be pleased to assist your financial adviser in this process, if required.

The right investment strategy balances potential risks with potential returns. Whatever your investment objective, the greater the return you seek, the more risk you should be prepared to take.

Understanding you

To manage your money, we need to create an investment strategy based on your unique requirements. Your personal circumstances, objectives, knowledge and experience and attitude to risk will be our starting point.

Your financial adviser will undertake the important role of establishing with you exactly what you need your investments to achieve, or what you would like them to achieve, and to carefully consider all of these elements to ensure any investment proposal they recommend is suitable.

They will discuss with you:

• Your personal details such as your work and family situation, your age and anything else that could have a bearing on your future. Are there any major life changes on the horizon?
• Your financial position. They will need a summary of your assets and liabilities, your income and expenditure, and to know about your tax status.
• Your knowledge and experience. They will need to assess your understanding of the risks attached to the services offered by Investec Wealth & Investment.
• Your needs and aspirations. This includes what you realistically need or want your investments to deliver over a certain period of time.
Managing your investments

Service descriptions

It is extremely important that clients understand the services we offer. We provide a clear explanation here:

Discretionary Portfolio Management – this means that Investec Wealth & Investment manages your portfolio in line with specified investment objectives as agreed with you and within your particular risk profile. Investec Wealth & Investment has full authority at our discretion to buy and sell particular shares, funds and investments without prior reference to you, and to enter into any kind of transaction or arrangement for your account which is in line with agreed criteria. Discretionary Portfolio Management is preferred by most clients as it simplifies what can be a complicated investment management process and is often seen as the ‘traditional’ wealth management service.

Advice status

In respect of our investment management business, any advice given will be classified as restricted. We will only assess whether our services meet your needs and objectives. Within our investment management service we can advise and invest in a wide range of investments in order to construct a diversified portfolio. The types of investments we offer within our investment management services and their associated risks are described in the section on asset class descriptions (starts on page 29). Our investment management service will not advise on investments such as life policies and pensions, which can be provided by your financial adviser.

We will assess the breadth of the whole market for those types of investments we do offer. We are not tied to any providers. We may from time to time invest or advise on investments produced within the Investec Group. These will only be offered if the performance is comparable to investments of their peer group.

Figure 1 sets out our investment offering. This forms part of our agreement. We will not invest or recommend on any investments or types of structures outside of this unless agreed otherwise.

Although we assess risk at a portfolio level it is important that you understand the underlying investments and the risks attached to these in order to gain a clearer picture of the risks inherent in your portfolio.
Our investment process

Our research capability allows us to do comprehensive due diligence on various asset classes such as bonds, equities and collective investments such as unit trusts. Our Research Team is supported in this task by a number of formal committees. The due diligence they undertake includes screening for various kinds of potential risk, such as lack of liquidity or counterparty risk. This process covers the vast majority of holdings, but in addition our investment managers also have the responsibility for carrying out due diligence where appropriate.

Our goal is to build well balanced portfolios from the universe of assets. For more information on our investment process and for the different types of investments we offer please also refer to the asset class descriptions section.

Our investment offering and risk warnings

Against each class of investment we have included a risk rating based on volatility in order to assist you in understanding how these assets perform in different market conditions.

We treat a collective investment or fund as being in the same category as the investments it contains; for example, equity funds generally behave in a similar way to equities.
Managing your investments

Thinking seriously about risk

In constructing an investment objective, many people think first about the potential rewards. However, your financial adviser will also need to have a conversation about risk. This will involve three aspects:

1. They will seek to establish your financial ability to withstand a loss of capital in your portfolio – your capacity for loss. Capacity for loss means the degree of loss in the value of your investment portfolio that you are able to accommodate without the loss resulting in a material decline in your standard of living.

2. How much risk you are comfortable to take in order to meet your chosen investment objectives – your attitude to risk.

3. How much risk you need to take in order to meet your chosen investment objectives – the required risk level.

It is important that the following risk conditions are met:

- Investing via Investec Wealth & Investment requires you to have both the capacity and willingness to accept a degree of loss of your capital; and

- The risk that you need to take to achieve your chosen objectives (the required risk level) must not exceed the risk that you are willing and/or able to take (i.e. the lower of your attitude to risk or your capacity for loss).

If these conditions are not met, then your financial adviser is unable to recommend a suitable investment option via Investec Wealth & Investment and we will be unable to proceed, unless either your investment aspirations are tempered or you are prepared to accept a higher degree of risk to achieve your objectives. However, this is always subject to your capacity to withstand a loss.

Investing with Investec Wealth & Investment involves exposing you to investment risk. Accordingly, you must have a capacity for loss otherwise we will be unable to proceed with any investment management service.

It is vital that your financial adviser fully explores and considers the different aspects of risk to ensure we recommend the best way forward for you. To help you in this process, please carefully consider these questions:

How long do you want to invest your money for? Is there a particular time when you want to realise your assets, such as when you retire?

How do you feel about putting your money at risk? How would you feel if some or all of it was lost, even over a short period of time?

If you did lose money, how easy would it be for you to accommodate those losses? How, for example, might it affect your family or lifestyle?

This chart provides an idea of the relationship between risk and return. It is generally accepted that your chances of receiving better returns are improved if you are prepared to take more risk. However, you must be able to afford to do so.

Portfolios constructed to be low risk do not always produce the lowest returns or pose the lowest risk to your capital. Neither do high risk portfolios always lead to the greatest returns.
Volatility

Volatility is a measure of the change in value that an investment may exhibit over time. For example, if the price of an investment moves significantly over a short period of time it is commonly described as carrying high volatility. Conversely, low volatility typically demonstrates modest short-term fluctuations in value.

Our research process analyses how well five asset classes have performed in the past, how we might expect them to perform in the future in ‘normal’ economic conditions, together with their potential volatility. Figure 1 in the asset class descriptions section shows volatility against each of the types of investments which form part of portfolio construction.

Once you and your financial adviser have come to an agreement about your objectives and appetite for risk, ask yourself these questions:

- Do I fully understand the risks being taken to meet my objectives?
- With this in mind, are my objectives and timescales realistic?
- Have I taken my current personal circumstances into full consideration, and thought about what might happen in the future?
- The value of my investments will fluctuate with market conditions, how will I feel about this?

Once you feel confident that we have identified the right objectives and risk profile, we can start looking at how your money will be invested.

Selecting the right investments

Normally, your portfolio will contain a number of different types of investment, also called assets, each belonging to a particular asset class. Different asset classes, and the money invested in them, carry different levels of risk and possibilities for returns.

When we set up and manage your portfolio we go to great lengths to ensure we are selecting a suitable balance of investments to achieve your objectives.

In constructing your portfolio, not only do we take into account the expected risk and return from each asset class but also a number of additional factors, including the appropriate amount that should be held in a combination of the largest, most liquid companies and ‘generalist’ collective funds.

Our formal monitoring process is also designed to ensure that concentration risk (i.e. not having too many of your eggs in one basket) is controlled and that the quality of the investment portfolio is appropriate to the mandate selected.

We believe in a collegiate approach to selecting investments. Experienced researchers and investment managers, when supplied with the best available inputs within a disciplined framework should collectively arrive at better decisions than either could hope to separately.

Our investment managers and research analysts work together to identify and collate our preferred lists for equities, bonds and collective funds, which will form the foundation of your investment portfolio.
Managing your investments

Asset classification

This diagram shows the five main asset classes that we use. It illustrates our view of the amount of risk each asset class carries relative to the others. Listed within the ranges are our views on the classification of some of the main types of investments that your portfolio may contain.

For a fuller description please refer to the section on asset class descriptions.

Risk of Capital Loss in Nominal Terms.
An example as at July 2017.
Choosing an appropriate level of risk for your portfolio

To decide on a suitable risk level for your portfolio, you need to weigh up your objectives, timescales and appetite for risk. We offer five risk levels to choose from:

- Low
- Low/Medium
- Medium
- Medium/High
- High

Every investor needs to understand that there is a direct link between risk and return: if you are aiming for a higher return, then you will need to take a higher level of risk and be ready to tolerate greater volatility in the value of your portfolio.

Managing a portfolio that includes a broad range of investments reduces the risk and this is referred to as diversification.

The investment mandate

The combination of your investment objective (income, income & growth ['balanced'] or growth) a choice of appropriate risk level (low, low/medium, medium, medium/ high or high) and any additional investment preferences you may wish to have taken into consideration, collectively define your investment mandate to your investment manager.

Managing your portfolio

Once the preparatory work is complete, your investment manager will begin to structure your portfolio according to your investment mandate. We set out to construct a well diversified portfolio made up of different asset classes in order to spread the risk.

Asset allocation

At the heart of our investment process is a rigorous and disciplined approach to asset allocation. This means choosing an appropriate blend of assets to achieve your investment objectives.

Our approach to asset allocation is based on fundamental analysis of long-term trends in economies, financial markets and our observation of the returns and associated risks from investing in five major asset classes:

- Fixed Interest
- Equities
- Commercial Property
- Alternative Investments
- Cash

These assets are then blended together using both Strategic Asset Allocation and Tactical Asset Allocation disciplines.

(More information can be found in the section on asset class descriptions).
Managing your investments

Strategic asset allocation

Our research process analyses how well the five asset classes have performed in the past, how we might expect them to perform in the future in ‘normal’ economic conditions, together with their potential volatility.

Using this information, we then construct a Strategic Asset Allocation (SAA) for each investment mandate. This is the single combination of assets that we believe is most likely to achieve the portfolio’s return objectives over the full investment time horizon without assuming undue risks.

The resulting Strategic Asset Allocation forms the default ‘neutral’ position for the investment portfolio, expected to be adopted if conditions are normal or when there is no anticipated advantage in moving away from this position.

The Strategic Asset Allocation is formally reviewed annually, but material changes are rare, driven only by changes in the long-term outlook for the component asset classes. It will be unaffected by normal short-term market fluctuations (see Tactical Asset Allocation section overleaf). In 2017, as a result of the significant changes in the investment landscape, particularly the fall in cash and bond yields due to quantitative easing over a long period, we felt some modest alterations were appropriate to our standard mandates. Any material changes in the future will be communicated in the normal course of client reporting. (The mandate factsheets in this document are correct as at Nov 2017.)

For example our current strategic allocation for a medium risk portfolio invested for a balanced mandate:

For example as at Nov 2017.

If the world was perpetually in a ‘normal’ state, there would be no need to alter this mix.
Tactical asset allocation

As we rarely experience what could be described as ‘normal’ economic conditions, a key part of our process is to establish our preferred asset allocation to best reflect, at any one moment in time, the prevailing and anticipated economic climate. This we refer to as Tactical Asset Allocation which is established, reviewed and revised by our Asset Allocation Committee.

This tactical position can be set either side of the strategic position, but within additional boundaries (that we refer to as ‘corridors’) which we have defined to give us the flexibility to manage your investments within well-defined risk bounds. This creates an asset allocation range for each asset class with a minimum and a maximum exposure.

The asset allocation corridors for each portfolio profile are set out later in this document, but the following example is for the medium risk portfolio invested for a balanced mandate:

An example as at Nov 2017.

Whilst we ensure that our Tactical Asset Allocation operates within a range, we understand that each client’s circumstances are unique. In order to cater for your individual needs, your investment manager has the flexibility to tailor your portfolio to reflect your own personal circumstances, but staying within the corridors we have established wherever possible.

Defined mandates

If you want your portfolio to follow a specific investment style, or to invest in particular asset classes with more flexibility, we will agree with you a mandate defined for those requirements. For this, we will need to agree:

- The parameters within which we can operate
- How much risk you are prepared to take
- The best way to measure your portfolio’s performance (a benchmark)

Whichever investment style is adopted, our approach to selecting an appropriate level of risk for your portfolio will always apply.
Your questions answered

Our clients, both potential and existing, come to us with many questions. These are the most frequent.

Who oversees your investment process?

At Investec Wealth & Investment, our Investment Committee and Asset Allocation Committee meet regularly to review and oversee our investment process and the assets in which we invest.

Our Investment Committee oversees our investment process and makes sure that we are drawing on the highest-quality resources. The Committee comprises senior management, investment managers and representatives from our Research Team.

Each month the Asset Allocation Committee sets Tactical Asset Allocations for each asset class. These are guided by Investec Wealth & Investment’s overall view of world markets and provide timely guidance for your investment manager.

Do you have your own in-house Research Team?

Yes. Our independent Research Team includes a strong team of analysts who follow disciplined and consistent processes for the sole purpose of supporting our investment managers. Regular communications keep our investment managers informed of moves in the markets.

We seek out long-term investments in good-quality assets. But there is value to be found in shorter-term market movements too, and we are constantly on the lookout for these opportunities.

How are investments selected?

Our investment managers draw on the expertise and knowledge of both our in-house analysts and our external sources.

Our collegiate approach of using the expertise of both our investment managers and our dedicated research analysts allows us to select lists of good-quality equities, funds and bonds to assist your investment manager with the construction of your portfolio.

We do not only invest in large companies. One of our strengths is in our ability to find attractive opportunities in medium-sized companies. Whether or not we include these investments in your portfolio will depend on the risk level you have chosen.

Are my investment choices limited?

No, we do not restrict your choice of investments held within your portfolio or the approach adopted as you can request a ‘defined mandate’, provided this is compatible with your chosen portfolio risk grade.

Who selects my investments?

Dedicated investment managers are responsible for choosing each investment for your portfolio. They will consult the latest information, draw on a number of sophisticated tools and consider recommendations made by our Research Team. In order to fully meet your specific needs (within your risk appetite), your investment manager may from time to time conduct research into securities outside the universe covered by our in-house Research Team, including the purchasing of new holdings, or the retention of, existing holdings. In line with the firm’s internal procedures, this research will be properly documented and regularly monitored. Similarly, your investment manager can agree with you an alternative approach or preferred investments in order to achieve your goals.

How often will you review my portfolio?

Our Tactical Asset Allocations are under constant review, as are the specific investments we recommend. Your portfolio is constantly monitored so that:

• Changes in our preferred holdings are effected when appropriate

• Where practicable it remains within the asset allocation range

• It contains the appropriate investments for your specific risk profile

• It contains a diverse range of investments, which are not overly concentrated in any particular area

If you have requested a ‘defined mandate’ some or all of this monitoring may not apply.
What flexibility does my investment manager have?

We do not impose model portfolios on you. Every one of our investment managers has a wealth of resources at their fingertips. This includes detailed and timely guidance on asset allocation, stock selection and our investment strategy. They receive daily updates and briefings, together with additional research information which is constantly available to our offices throughout the day. This approach gives your investment manager the flexibility to create a portfolio, within reasonable parameters, to reflect your individual needs.

How do you control risk?

Our approach to asset allocation, combined with our strong internal policies around the diversification and concentration of investments, is designed to reduce your exposure to risk, within your agreed risk profile, as much as possible. Our procedures, disciplines, resources and monitoring processes are applied to all client portfolio strategies as appropriate.

How secure are my investments?

Assets of clients held in our Nominee Company are recorded in such a manner to clearly indicate that they do not belong to the firm. Therefore, in the unlikely event of the insolvency of Investec Wealth & Investment, a liquidator would be legally prevented from using clients’ assets to settle the firm’s liabilities.

As a firm regulated by the Financial Conduct Authority (FCA), we follow the rules prescribed by the FCA in choosing where stock or cash will be deposited for safe keeping or custody. In relation to cash balances, the FCA client asset rules on most occasions require us to deposit client money in a client account with a bank or other credit institution of a type permitted under the rules. The rules also require us to exercise all due skill, care and diligence in the selection, appointment and periodic review of the bank or client institution taking into account their standing, expertise and market reputation.

What happens if my circumstances change?

Discuss these changes with your investment manager who will review your investment objectives and level of risk to ensure that these fully reflect your new situation and then make any changes that are necessary to your portfolio.

How do I find out more?

After we have met and considered your requirements and circumstances – both now and in the future – we will give you a detailed report recommending which, if any, portfolio objective and risk grade we think is right for you. You will find more information in our series of factsheets, brochures and in our application packs. If you have any further questions, please speak to your investment manager if you are an existing client. If you are thinking of investing with Investec Wealth & Investment, please call your local office and ask to speak to someone in our investment management team.
Mandate Factsheets

The following factsheets cover our full range of risk mandates and objectives as described earlier in this document. The figures on the right refer to the new Strategic Asset Allocation (SAA) benchmark which will be shown on your valuation, whilst the longer term strategy relates to inflation and the peer group nearest fit on a risk basis.

Our benchmarking framework is based on three distinct measures:

- First, the primary measure, will be a new bespoke benchmark index, now adjusted to reflect the changes to your SAA.

- Second, we will in future maintain a long term objective to reflect a steady return figure that we would expect your investments to deliver over the long term, although there is likely to be considerable shorter term fluctuation. We may refer to this from time to time but we do maintain it for comparison purposes.

- Third, we maintain a comparison of performance against peer group investment firms which will be produced by an independent organisation, such as Asset Risk Consultants (ARC) or the Investment Association (IA). We generally keep a note of this on a quarterly basis which doesn’t necessarily fit with your valuation dates. It will not be published in our investment reports but is available from your investment manager on request.

To explain these benchmark changes, you will find included within this document a section entitled ‘A Guide to Understanding Your Benchmark’ which will provide you with a more detailed explanation behind the adjustments and new comparative features.

In your regular investment reports we will primarily show the bespoke benchmark index reflecting your SAA, but we will continue to also show a range of indices measuring the performance of global markets by way of comparison.

The UK Consumer Price Index (CPI) is a globally agreed standard used by the Bank of England to help set interest rates. Our aim is to illustrate how each mandate is expected to increase the purchasing power of your money over the longer term.

The four ARC categories are Cautious, Balanced, UK Steady Growth and Equity Risk. They are indices independently calculated from a large number of actual client net returns from subscriber firms (including Investec) classified according to the historical volatility of each account. This is in turn largely driven by the proportion held in equity investments and the success of the manager in diversifying such risks using other asset classes. Our aim is to illustrate your performance in the context of a fair and independent comparison with our competitors.

The charts contained in the factsheets are representative of the suitability corridors applicable to the mandate.
Mandate factsheet | Low risk portfolios

Structure
- **Quality:** All of the equity content should be researched in-house and 70% held in a combination of individual stocks in the FTSE 100 Index and of ‘generalist’ collective funds.

- **Concentration:** No individual equity holding may account for more than 10% of the equity content of the portfolio. No individual bond may make up more than 10% of the total portfolio.

- **Diversification:** Any holdings valued at over 5% of the portfolio may not, in aggregate, represent more than 40% of the portfolio. Generally, for this mandate the overseas equity content will be at least 50% invested into collective funds. For portfolios of less than £150,000, the entire portfolio will be invested in collective funds.

We do not intend that all these restrictions should apply simultaneously at all times and we allow our investment managers flexibility in the management of your portfolio. However, your investment manager has the ability to manage your portfolio to these full criteria should you wish to choose this more structured approach to your investments.

Suggested benchmark
- The benchmark for the portfolio will typically reflect the strategic (long-term objective) asset allocation of your investments.

Volatility
- A low risk portfolio will typically demonstrate modest short-term fluctuations in value.

- However, there may be some sensitivity to equity market movements, market interest rate expectations and to the change in value of other investments.

- This mandate has a target volatility that is 30% of the UK equity market.

Time horizon
- The nature of the portfolio will suit those seeking to invest for a minimum of three years.

Low risk income portfolio
Income investors seek a return in the form of income rather than capital appreciation. The level of income achievable is subject to your risk tolerance and market conditions.

Long-term strategy - CPI+1%
- Peer Group - ARC Cautious

- **SAA Benchmark**
  - Fixed Interest
    - Government 15.0%
    - Index Linked 10.0%
    - Corporate 30.0%
  - UK Equities 7.5%
  - Overseas Equities 7.5%
  - Commercial Property 10.0%
  - Alternatives 15.0%
  - Cash 5.0%

An example as at Nov 2017.
Low risk balanced portfolio

Balanced investors seek a return in the form of both income and capital appreciation. The level of return achievable is subject to your risk tolerance and market conditions.

Low risk capital growth portfolio

Capital growth investors seek a return in the form of capital appreciation rather than income. The level of capital appreciation is subject to your risk tolerance and market conditions.

Long-term strategy - CPI+1%

Peer Group - ARC Cautious

SAA Benchmark

- Fixed Interest
  - Government 15.0%
  - Index Linked 10.0%
  - Corporate 30.0%
- UK Equities 7.5%
- Overseas Equities 7.5%
- Commercial Property 10.0%
- Alternatives 15.0%
- Cash 5.0%

An example as at Nov 2017
Mandate factsheet | Low/medium risk portfolios

Structure

• **Quality:** We aim to hold at least 70% of the UK equity content in a combination of individual stocks within the FTSE 100 Index and of ‘generalist’ collective funds.

• **Concentration:** No individual stock should account for more than 10% of the equity content of the portfolio. No individual bond should account for more than 10% of the total portfolio.

• **Diversification:** Any holdings valued at over 5% of the portfolio may not, in aggregate, represent more than 40% of the portfolio. We shall endeavour that at least 50% of the overseas equity content will be held in generalist collective funds. For portfolios of less than £150,000, the entire portfolio will be invested in collective funds.

We do not intend that all these restrictions should apply simultaneously at all times and we allow our investment managers flexibility in the management of your portfolio. However, your investment manager has the ability to manage your portfolio to these full criteria should you wish to choose this more structured approach to your investments.

Suggested benchmark

• The benchmark for the portfolio will typically reflect the strategic (long-term objective) asset allocation of your investments.

Volatility

• The potential for equity investment will mean that the portfolio may be prone to shorter-term periods of fluctuating value. This mandate has a target volatility that is 45% of the UK equity market.

Time horizon

• The potential to include equity investment means that a low/medium risk portfolio should be viewed on a longer-term horizon, typically an investment period of more than three years.

Low/medium risk income portfolio

Income investors seek a return in the form of income rather than capital appreciation. The level of income achievable is subject to your risk tolerance and market conditions.

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<tr>
<td>Cash</td>
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*An example as at Nov 2017.*

**Long-term strategy - CPI+2%**

Peer Group - ARC Balanced

SAA Benchmark

- **Fixed Interest**
  - Government: 12.0%
  - Index Linked: 8.0%
  - Corporate: 20.0%
- **UK Equities:** 15.0%
- **Overseas Equities:** 15.0%
- **Commercial Property:** 10.0%
- **Alternatives:** 15.0%
- **Cash:** 5.0%
Low/medium risk balanced portfolio

Balanced investors seek a return in the form of both income and capital appreciation. The level of return achievable is subject to your risk tolerance and market conditions.

Low/medium risk capital growth portfolio

Capital growth investors seek a return in the form of capital appreciation rather than income. The level of capital appreciation is subject to your risk tolerance and market conditions.
Mandate factsheet | Medium risk portfolios

Structure

- **Quality**: We aim to hold at least 60% of the UK equity content in a combination of individual stocks within the FTSE 100 Index and of ‘generalist’ collective funds.

- **Concentration**: No individual stock should account for more than 10% of the equity content of the portfolio. No individual bond should account for more than 10% of the total portfolio.

- **Diversification**: Any holdings valued at over 5% of the portfolio may not, in aggregate, represent more than 40% of the portfolio. We shall endeavour that at least 50% of the overseas equity content will be held in generalist collective funds. For portfolios of less than £150,000, the entire portfolio will be invested in collective funds.

We do not intend that all these restrictions should apply simultaneously at all times and we allow our investment managers flexibility in the management of your portfolio. However, your investment manager has the ability to manage your portfolio to these full criteria should you wish to choose this more structured approach to your investments.

Suggested benchmark

- The benchmark for the portfolio will typically reflect the strategic (long-term objective) asset allocation of your investments.

Volatility

- This mandate has a target volatility that is 60% of the UK equity market.

Time horizon

- The likely higher equity content means that a medium risk portfolio is suitable for the longer-term investor, with a minimum investment period of five years.

Medium risk income portfolio

Income investors seek a return in the form of income rather than capital appreciation. The level of income achievable is subject to your risk tolerance and market conditions.

<table>
<thead>
<tr>
<th>Category</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Interest</td>
<td>9.0%</td>
</tr>
<tr>
<td>Index Linked</td>
<td>6.0%</td>
</tr>
<tr>
<td>Corporate</td>
<td>12.5%</td>
</tr>
<tr>
<td>UK Equities</td>
<td>27.5%</td>
</tr>
<tr>
<td>Overseas Equities</td>
<td>25.0%</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>5.0%</td>
</tr>
<tr>
<td>Alternatives</td>
<td>10.0%</td>
</tr>
<tr>
<td>Cash</td>
<td>5.0%</td>
</tr>
</tbody>
</table>

*An example as at Nov 2017.*
Medium risk balanced portfolio

Balanced investors seek a return in the form of both income and capital appreciation. The level of return achievable is subject to your risk tolerance and market conditions.

Long-term strategy - CPI+2.5%
Peer Group - ARC Steady Growth
SAA Benchmark
Fixed Interest
- Government 7.5%
- Index Linked 5.0%
- Corporate 7.5%
UK Equities 30.0%
Overseas Equities 30.0%
Commercial Property 5.0%
Alternatives 10.0%
Cash 5.0%

Medium risk capital growth portfolio

Capital growth investors seek a return in the form of capital appreciation rather than income. The level of capital appreciation is subject to your risk tolerance and market conditions.

Long-term strategy - CPI+2.5%
Peer Group - ARC Steady Growth
SAA Benchmark
Fixed Interest
- Government 6.0%
- Index Linked 4.0%
- Corporate 5.0%
UK Equities 32.5%
Overseas Equities 35.0%
Commercial Property 5.0%
Alternatives 10.0%
Cash 2.5%
Mandate factsheet | Medium/high risk portfolios

Structure

- **Quality:** We aim to hold at least 40% of the UK equity content in a combination of individual stocks within the FTSE 100 Index and of ‘generalist’ collective funds.

- **Concentration:** No individual stock should account for more than 10% of the equity content of the portfolio. No individual bond should account for more than 10% of the total portfolio.

- **Diversification:** Any holdings valued at over 5% of the portfolio may not, in aggregate, represent more than 40% of the portfolio. There is no restriction on the percentage of the overseas equity content in generalist collective funds. For portfolios of less than £150,000, the entire portfolio will be invested in collective funds.

We do not intend that all these restrictions should apply simultaneously at all times and we allow our investment managers flexibility in the management of your portfolio. However, your investment manager has the ability to manage your portfolio to these full criteria should you wish to choose this more structured approach to your investments.

Suggested benchmark

- The benchmark for the portfolio will typically reflect the strategic (long-term objective) asset allocation of your investments.

Volatility

- This mandate has a target volatility that is 75% of the UK equity market.

Time horizon

- The likely higher equity content means that a medium/high risk portfolio is suitable for the longer-term investor, with a minimum investment period of five years.

Medium/high risk income portfolio

Income investors seek a return in the form of income rather than capital appreciation. The level of income achievable is subject to your risk tolerance and market conditions.

**Long-term strategy - CPI+3.0%**

Peer Group - ARC Steady Growth

SAA Benchmark

Fixed Interest

- Government 3.0%
- Index Linked 2.0%
- Corporate 5.0%

UK Equities 35.0%

Overseas Equities 40.0%

Commercial Property 2.5%

Alternatives 10.0%

Cash 2.5%

An example as at Nov 2017.
Medium/high risk balanced portfolio

Balanced investors seek a return in the form of both income and capital appreciation. The level of return achievable is subject to your risk tolerance and market conditions.

Medium/high risk capital growth portfolio

Capital growth investors seek a return in the form of capital appreciation rather than income. The level of capital appreciation is subject to your risk tolerance and market conditions.
Mandate factsheet | High risk portfolios

Structure

• The high risk mandate is focused upon equity investments, but allows the investment manager some flexibility to respond to market conditions.

• Concentration: No individual stock should account for more than 10% of the equity content of the portfolio. No individual bond should account for more than 10% of the total portfolio.

Suggested benchmark

• The benchmark for the portfolio will typically reflect the strategic (long-term objective) asset allocation of your investments.

Volatility

• This mandate has a target volatility that is 90% of the UK equity market.

Time horizon

• A high risk portfolio is only suitable for those prepared to invest for the Long-term, typically a minimum of seven years.

Investment managers have a comprehensive range of tools to test for portfolio concentration and diversification characteristics, which they will apply as directed or otherwise at their own discretion.

High risk income portfolio

Income investors seek a return in the form of income rather than capital appreciation. The level of income achievable is subject to your risk tolerance and market conditions.

<table>
<thead>
<tr>
<th>Fixed Interest</th>
<th>Equities</th>
<th>Commercial Property</th>
<th>Alternatives</th>
<th>Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Long-term strategy - CPI+3.5%

Peer Group - ARC Equity Risk

SAA Benchmark

Fixed Interest

• Government 3.0%
• Index Linked 2.0%
• Corporate 5.0%

UK Equities 35.0%

Overseas Equities 55.0%

Commercial Property 0.0%

Alternatives 0.0%

Cash 0.0%
High risk balanced portfolio

Balanced investors seek a return in the form of both income and capital appreciation. The level of return achievable is subject to your risk tolerance and market conditions.

High risk capital growth portfolio

Capital growth investors seek a return in the form of capital appreciation rather than income. The level of capital appreciation is subject to your risk tolerance and market conditions.
A guide to understanding your benchmark

Every portfolio that we manage on behalf of our clients has a benchmark index against which the performance of those investments can be compared. The following is designed to help you understand why your benchmark has been recommended to you, what your benchmark will tell you and, where applicable, what limitations it has. This will enable you to make informed judgements about how well your portfolio and strategy is meeting your investment goals.

The most important feature of a benchmark index is that it should reflect your investment objectives as closely as possible, not only from the perspective of desired returns, but also taking into account your agreed risk level. Sometimes selecting a benchmark is straightforward. One instance of this is when a portfolio is invested in only one type of asset, for example stocks and shares. In this example there are existing industry standard benchmarks that are independently calculated and readily available. For example, choosing either the MSCI or FTSE All Share Index as a benchmark for a portfolio, with a mandate to invest in a broad range of shares listed in the UK, would be a logical option.

However, where clients have portfolios which are diversified across a number of different asset classes (for instance shares, fixed-income securities and cash), benchmarking becomes a lot more complicated, because in simple terms there is no independent yardstick that could be used to measure such a bespoke mix of investments.

At Investec Wealth & Investment, the majority of our clients are in this position of having diverse portfolios designed to suit them as individuals and to meet differing objectives. This leaves us with a challenge as to how best to provide you with benchmarks that will give you the confidence that your investments are performing in line with your objectives and in comparative terms in line with the wider market.

The indices of the leading private client fund management industry body PIMFA (formerly the Wealth Management Association [WMA]) address only some of these issues by providing a set of indices that calculate the performance of only four objective based mandates and one risk mandate. In order to overcome the challenge of benchmarking a diversified range of investments, one option is to create a bespoke benchmark index to match the individual mix of asset classes held in your portfolio, which we call Strategic Asset Allocation (SAA). The limitation of this approach is that it lacks the reassurance of a benchmark index that is independently calculated and published, although the underlying components are well known indices. Choosing a measure that is precisely aligned with your SAA means that a simple comparison of your portfolio with this benchmark would give you a fair picture of how well it is performing.

A further approach, when trying to define an effective benchmarking model for our clients, is to align measurement with the insight that most investors think of their long-term objectives in simple terms. For example, how much they need to grow their capital to meet their individual aspirations. Taking this insight into client thinking allows us to create a simple and clear benchmark which can be expressed in various ways, as follows:

a) Excluding inflation (e.g. perhaps 5% return per year)
b) After allowing for inflation (e.g. 2% per year above inflation of 3% = 5% in total)
c) Compared with cash interest rates (e.g. current Bank of England base rate plus 2%)

Whilst very simple, in concept there are again limitations in this approach, due to the deviations between the actual portfolio and the benchmark typically being very large in the short term, irrespective of the portfolio being well managed.

The final benchmark option is a comparison with other investment managers, our peer group investment firms. These comparisons have an advantage in that they are net of all charges and are audited independently, but are not always produced on a timely basis.

In conclusion, as no individual benchmarking model satisfies all criteria, we provide our clients with a benchmarking framework based on the three distinct measures as featured in this guide, namely:

1. A bespoke benchmark index which is based on your SAA.
2. A long-term objective to reflect a steady return figure that we would expect your investments to deliver over the long-term, although there is likely to be some considerable shorter-term fluctuation.
3. A comparison of performance against peer group investment firms which will be produced by an independent organisation.
The primary benchmark will be the **bespoke benchmark** index based on the longer-term SAA. This will feature most prominently in the regular portfolio statements that your investment manager will send to you. As each of the above benchmark options has its own strengths and weaknesses, the fullest insight will be gained by us keeping an eye on all three of them, remembering what each one can tell you and discussion between you, and your investment manager.

### Benchmark represented by:

<table>
<thead>
<tr>
<th>Category</th>
<th>Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Interest</td>
<td></td>
</tr>
<tr>
<td>Government Stock 5/15 Years</td>
<td>BofA Merrill Lynch UK Gilts 5-15 years</td>
</tr>
<tr>
<td>Government Index Linked 1/10 Years</td>
<td>BofA Merrill Lynch UK Inflation Linked Gilts 1-10 years</td>
</tr>
<tr>
<td>Corporate Credit</td>
<td>BofA Merrill Lynch Sterling Corporate Bond Index</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>UK Equities</td>
<td>MSCI United Kingdom IMI</td>
</tr>
<tr>
<td>Overseas Equities</td>
<td>MSCI All Country World Ex UK</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>MSCI Liquid Real Estate</td>
</tr>
<tr>
<td>Alternatives</td>
<td>IW&amp;I Alternatives Benchmark</td>
</tr>
<tr>
<td>Cash</td>
<td>Base Rate - 0.5%</td>
</tr>
<tr>
<td>Alternatives</td>
<td>Allocated Bonds/Equity/Cash</td>
</tr>
<tr>
<td>37.50%</td>
<td>BofA Merrill Lynch Sterling Corporate Bond Index</td>
</tr>
<tr>
<td>37.50%</td>
<td>MSCI United Kingdom IMI</td>
</tr>
<tr>
<td>25.00%</td>
<td>Base rate – 0.5%</td>
</tr>
</tbody>
</table>
Appendix 1

General risk warning

Investing in the type of securities traded on stock exchanges will mean that the value of the assets, and the income received from them, may go down as well as up and you may not get back all the money invested. There are seven main reasons why this might happen:

- The actual or perceived financial standing and trading well-being of the organisation involved may change.

- The investments themselves are subject to the laws of supply and demand and are capable of significant price movements irrespective of market and corporate factors. Such movements could be a reflection of the company size, marketability and liquidity.

- The stock market itself is capable of large movements due to economic, political and other factors.

- Fixed interest investments are subject to the above factors, and values are particularly affected by actual or expected changes in levels of interest rates.

- If they are purchased above their ultimate redemption price, a capital loss will be incurred if held to redemption.

- Investments may be denominated in a currency other than your base reference currency. Where an investment is denominated in a different currency you are exposed to fluctuations in the exchange rate of that currency as well as to the movement in the price of the investment itself. Changes in the exchange rate can cause the overall value of an investment to fall as well as to rise.

- The tax treatment of any investment is determined by the specific circumstances of each client. Taxation may change during the lifetime of an investment. This may result in unexpected tax liabilities. You should take tax advice in order to be aware of the potential liabilities before making an investment. If your circumstances change or you are uncertain of how an investment might affect your own tax position you should seek professional advice.

Assessing the relative risk of any of the factors referred to previously is highly subjective and can change over time in response to specific events or revised social or economic forecasts. It is not possible to lay down precise guidelines for the measurement of risk or the potential impact, whether positive or negative, upon an investment portfolio.

The services provided to you under any Agreement with us may have additional risks related to their specific features for the operations to be executed or their price may depend on or fluctuate in financial markets due to conditions outside our control. Past performance is no indication of future performance and prices may go down as well as up.

Foreign currencies

If you deal in investments priced in foreign currencies (foreign currency denominated investments) this involves you entering into a related foreign exchange transaction in connection with the purchase or sale of the investment concerned. This involves the risk that a change in the rates of exchange between currencies may cause your investment, or the income from it, to go down.

Collective investments and funds

The risks of investing directly in equities may be spread by investing in diversified investment vehicles such as equity funds. These come in a wide variety of forms which follow a variety of investment strategies and are also subject to different styles and qualities of regulatory oversight. It is also possible that the manager of the fund may change at any time. There are two typical types of funds, open-ended funds and closed-ended funds.

Open-ended funds

Open-ended funds will be calculated according to the net asset value. Large funds may become too diverse to outperform and behave similarly to their underlying indices, while the performance of smaller funds may fluctuate with flows of money in and out of the fund.
Asset Class Descriptions

We are required to provide an explanation of our investment process and the risks associated with investing in various asset classes. We have divided these into the five main asset classes as referred to earlier in this document.

Fixed Interest

Equities

Commercial Property

Alternative Investments

Cash

The following tables are general in nature and not exhaustive in coverage. You may or may not deal in some of these instruments listed.

In the descriptions here, risk is thought of as price volatility. Volatility is the variability of the price of each asset type, due to both daily market effects and the effect of price change due to change of corporate profitability, perceived security of capital, exchange rates and so forth.
# Fixed Interest

<table>
<thead>
<tr>
<th>ASSET CLASS</th>
<th>FIXED INTEREST</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional UK Government Bonds</td>
<td>Bonds issued by the UK Government, generally with a promise to pay periodic interest payments (coupon) and to repay the face value on the maturity date.</td>
<td>Low</td>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>Index-Linked Government Bonds</td>
<td>As above, except the periodic coupons and face value are indexed to inflation.</td>
<td>Low</td>
<td>Capital and Income</td>
<td></td>
</tr>
<tr>
<td>International Bonds</td>
<td>Bonds issued by both governments and corporations in a non-sterling currency.</td>
<td>Low-Medium</td>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>Corporate Bonds</td>
<td>Bonds issued by large individual companies with an ‘investment grade’ (i.e. high credit quality) credit rating. Returns will generally come through the periodic coupon payments rather than capital appreciation. Coupons are typically higher than for similar government bonds, reflecting the higher risk of default.</td>
<td>Low-Medium</td>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>High Yield and Emerging Market Debt</td>
<td>Bonds issued by companies with credit ratings below ‘investment grade’ or from companies or institutions based in emerging markets. Because the risk of default is higher than for investment grade bonds from developed markets, coupons are typically higher for high yield and emerging market debt.</td>
<td>Medium</td>
<td>Income</td>
<td></td>
</tr>
</tbody>
</table>
## Fixed Interest

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds tend to provide a lower but more predictable overall return than equities. The interest payable on these may be fixed or variable, the former providing a greater surety of return. Bonds are issued by both governments (sovereign debt) and by companies (corporate debt). The return from a fixed income bond is dependent upon the rate of interest paid and the price paid for that bond. The market prices of bonds with different credit ratings may behave in different ways as the assessment of the economic cycle changes. The most significant determinants of the value of a fixed interest bond in the market are the financial position of the issuer and changes in the interest rate environment. In the shorter term, the market price of fixed income stocks will change in accordance with the market’s anticipation of moves in interest base rates and the likely future course of inflation. We may also invest from time to time into index-linked stocks. Both the interest paid by these stocks and the sum received on redemption are linked to inflation, unlike conventional fixed income stocks where both are fixed. We may choose to invest in bond funds, rather than in specific fixed income stocks. This may be for a number of reasons including diversification, income objectives and a desire to invest in bonds denominated in a currency other than sterling. Both the value of the units in a bond fund and the income received from it may fluctuate.</td>
</tr>
</tbody>
</table>

### General Risk Warning

The fixed interest process will first assess the split between index-linked and conventional bonds on the basis of the overall inflation protection available within the portfolio. We will have a set policy on the target interest rate sensitivity of the remaining bonds; the remaining decision is on how much credit risk is appropriate. This will depend on the client’s income requirements and the relative pricing of the various credit bands in the market. The choice between using individual bond holdings and funds depends on the portfolio size, and thus costs to the client, and where in the credit spectrum we are investing. It also depends on our judgment of the outperformance that we expect from third party providers.
## Equities

<table>
<thead>
<tr>
<th>ASSET CLASS</th>
<th>EQUITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Equities represent shares of ownership in publicly held companies. Shares in these companies are listed and traded on public stock exchanges around the world. They are individually volatile and sensitive to many unpredictable variables. As compensation for taking these risks, a higher return than for Fixed Interest assets is expected over the Long-term. A measure of inflation protection should also be provided through this asset class.</td>
</tr>
<tr>
<td>Historic annual volatility</td>
<td></td>
</tr>
<tr>
<td>Returns generally from</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Group/ Region</th>
<th>UK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Investment in public companies listed in the UK and therefore subject to UK corporate governance standards. Generally these companies will have more of a bias towards the UK than international peers. However, given the global nature of many large companies, around 75% of FTSE 100 revenues are from overseas.</td>
</tr>
<tr>
<td>Capital and Income</td>
<td>High</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Group/ Region</th>
<th>Developed Markets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Investment in public companies listed in developed markets, where corporate governance standards are typically relatively high and capital markets relatively deep.</td>
</tr>
<tr>
<td>Capital and Income</td>
<td>High</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Group/ Region</th>
<th>Emerging Markets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Investment in public companies listed in emerging markets. Corporate governance standards may be relatively less rigorous and capital markets shallower when compared with developed markets. However, emerging market economies are typically growing much faster than developed markets.</td>
</tr>
<tr>
<td>Capital and Income</td>
<td>High</td>
</tr>
</tbody>
</table>
## Equities

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Risk Warning</strong></td>
</tr>
<tr>
<td>If Equities are units of ownership in individual companies. By investing in equities clients will participate in the economic success or failure of the company. As a consequence a company’s shares may fall as well as rise. Volatility in equity markets can change quickly and does not necessarily follow historical trends. If a company becomes insolvent the value of its equities will also fall, potentially to the point where it has no value at all. Long-term returns from equities will come from a combination of capital growth and dividend payments. We may also advise on investments, or execute transactions in smaller companies, including penny shares as there is an extra risk of losing money when shares are bought in smaller companies including penny shares as there is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up.</td>
</tr>
<tr>
<td><strong>Our investment process</strong></td>
</tr>
<tr>
<td>The equity portion of the portfolio gives our client exposure to real assets (those whose value tends to move in line with inflation) and to economic growth (via corporate earnings). Provided we have the risk budget, they typically form the core of the portfolio. Equity selection is driven by relative valuation analysis with a bias to strong and sound companies that we believe will prosper through the business cycle. On top of this, client income requirements will drive specific stock selection choices. We will hold an increasing proportion of international equities the larger the overall equity allocation, as this gives us the best chance to select long-term winners via our in-house research process. The choice between direct holdings and collectives is a complex function of portfolio size, relative valuation prospects on purchase, liquidity constraints, total costs to the client and our view on the potential for outperformance from third party providers.</td>
</tr>
</tbody>
</table>
# Commercial Property

<table>
<thead>
<tr>
<th>ASSET CLASS</th>
<th>COMMERCIAL PROPERTY</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Commercial Property</strong> comprises collective funds that are invested across a range of bricks and mortar properties. These may be UK or internationally based. Both the expected returns and inflation protection characteristics lie somewhere between fixed interest and equities.</td>
<td>Medium</td>
<td>Capital and Income</td>
</tr>
</tbody>
</table>

**General Risk Warning**

If we invest in commercial property it will only be through funds or quoted equities. Closed-ended property funds may trade at a significant discount to underlying asset value, meaning that you may sell at a loss even if the value of the underlying assets rises. Open-ended funds are likely to underperform a rising market as they may receive a steady flow of cash for investment at ever higher values, while the illiquidity of property means that funds may refuse redemptions for extended periods while cash is raised. This will mean that you may be locked into falling prices for many months.

**Our investment process**

Property exposure is accessed through our research recommended funds. The asset class has attractive real income characteristics and helps to lower the risk of the overall portfolio. Funds can target selective areas that may be more or less exposed to the economic cycle. The weight we allocate to clients is sensitive to their investment horizon, income needs and risk target, as the funds are relatively illiquid.
# Alternative Investments

<table>
<thead>
<tr>
<th>Sub-Group/Region</th>
<th>ASSET CLASS</th>
<th>ALTERNATIVE INVESTMENTS</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hedge Funds</td>
<td>Hedge Funds</td>
<td>Hedge funds can invest in a range of financial assets rather than being limited to individual asset classes. Unlike conventional funds, hedge funds have the ability to 'short' assets, i.e. to profit when the value falls.</td>
<td>Medium</td>
<td>Capital</td>
<td></td>
</tr>
</tbody>
</table>

**General Risk Warning**

Hedge funds are investments which employ a wide variety of trading strategies in order to produce returns. The strategies vary enormously from fund to fund and may include borrowing money in order to seek to increase returns of investment (known as gearing), the use of derivatives to either increase or reduce risk and the short selling of securities. As a consequence, the overall risk of each fund varies considerably. In addition to risks arising from the strategies of hedge funds there are also risks that arise from the regulatory environment in which the fund is based. Many hedge funds are domiciled in overseas locations where the style and quality of regulation differs from that in the UK. As a consequence, the funds may be subject to different disclosure requirements. This may result in funds being able to make changes in their strategy that have considerable impact upon the investor without necessarily disclosing them publicly. Funds of hedge funds will usually have greater liquidity than their underlying holdings. However, management fees may be high and include a charge for performance above a predetermined level. These high charges may reduce reported performance and may lead the managers to seek higher returns than might otherwise have been expected. A large seller may also distort the price to the detriment of other unit holders. Since a fund of funds buys many different funds which themselves invest in many different securities, it is possible for the fund of funds to own the same stock through several different funds and it can be difficult to keep track of the overall underlying holdings. The fund's management team is often small and it is not uncommon for hedge funds only to offer infrequent opportunities to sell. Funds with monthly, six-monthly or even annual lock-ups are not unusual. The pricing of closed-ended funds of hedge funds and single manager hedge funds is subject to market forces and may be at a premium or discount to the underlying net asset value. It is therefore possible that you realise a loss on the investment even though the underlying assets have risen or that smaller falls in net asset value are magnified into substantial falls in share prices.

<table>
<thead>
<tr>
<th>Sub-Group/Region</th>
<th>Alternative Investments</th>
<th>Shares of ownership in private companies, managed by specialist teams. Managers typically take an active role in the management of portfolio companies, seeking to improve returns and often employing high levels of debt. Holding periods are therefore typically longer than for public equities.</th>
<th>High</th>
<th>Capital</th>
</tr>
</thead>
</table>

**General Risk Warning**

Private equity funds hold investments that are not quoted on recognised exchanges. The valuation of these holdings may be highly subjective and may not reflect the price at which the investment is ultimately sold. Potential returns are dependent upon prices that have to be paid for acquisitions and those that are achievable when selling. There may be times when it is not possible for funds to sell investments at prices they believe to be acceptable. Private equity funds may also utilise high levels of gearing, which may increase the volatility of returns and may increase the risk of failure.
### Alternative Investments (continued)

<table>
<thead>
<tr>
<th>Sub-Group/Region</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structured Products</td>
<td>Structured products are investments designed to meet a specific return profile over a defined period by packaging bank bonds with derivatives strategies. They typically have a degree of capital protection and can make a positive return in a variety of market conditions.</td>
<td>Low-Medium</td>
<td>Varies</td>
</tr>
</tbody>
</table>

**General Risk Warning**

Structured products is a general term to describe investments which provide exposure to a wide range of asset classes through a combination of financial instruments (typically including zero coupon bonds and/or derivatives) brought together to provide a single investment product. The nature of the financial instruments included in a structured product will depend upon the type of exposure being sought by investors. A structured product should be considered as a term investment, where the expected returns will occur at, or shortly before, maturity. In the time before then, the price of the product may not reflect changes in the underlying assets and in certain cases will initially be more sensitive to changes in the price of the issuer’s bonds. The market price of the structure will also be affected by rises and falls in volatility and by market interest rates. One of the main risks when purchasing a structured product is the credit risk of the issuer. A zero coupon bond typically makes up much of the asset value of certain structured products and the price of this bond will vary according to the issuer’s credit rating and market perceptions of its creditworthiness. The nature of the zero coupon bond may also mean that holders of capital protected products may face losses if forced to sell before maturity of the structure and may be locked into low returns for the life of the product if the price of the underlying asset fails to perform as anticipated. Holders of structured products may also lose if the issuer of the derivatives in the product were to default. The derivatives that make up a structure are very rarely actually purchased on the exchange. As a result, if the issuing counterparty were to default, then the derivatives involved in the structure would effectively be written off and it is likely that the holder of the product would be considered to have no rights to these derivatives. Certain structured products are dependent upon the performance of an index or indices, so that a fall in the index or any of the indices below a predetermined level may result in irrecoverable losses. Buying structured products in the secondary market may also create a number of additional risks. Capital protection, where applicable, is only applicable to the price at launch and secondary purchases may therefore be liable to large potential losses. The taxation of structured products may be yet to be determined and it is possible that products that we believe to be liable to capital gains tax could in future be taxed as income or subject to further change. You should be aware that the real value of any capital protection may be reduced by inflation. Structured products are not suitable for investors with no capacity for loss.

<table>
<thead>
<tr>
<th>Sub-Group/Region</th>
<th>Infrastructure</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure</td>
<td>Investment vehicles which have paid for the right to construct and manage very long-term infrastructure projects (e.g. schools or roads). Contracts are generally either explicitly backed or subsidised by the government with payments linked to inflation.</td>
<td>Low-Medium</td>
<td>Varies</td>
<td></td>
</tr>
</tbody>
</table>

**General Risk Warning**

Infrastructure can only be accessed through funds that invest in a variety of projects such as schools, hospitals and roads over a defined region. The underlying volatility of the projects is usually high, but the fund manager smooths the fund volatility through diversification. Investors receive a managed income stream in return for accepting a medium level of price volatility driven by changes to supply and demand and by the political environment.
## Alternative Investments (continued)

<table>
<thead>
<tr>
<th>Sub-Group/Region</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commodities</td>
<td>Investment in physical commodities or financial contracts linked to their value. Commodities have no income stream attached with them (compared to a coupon for a bond or a dividend for equities) so returns are entirely from capital.</td>
<td>High</td>
<td>Capital</td>
</tr>
</tbody>
</table>

### General Risk Warning

Returns from commodities (including precious metals), either through funds or direct investment, should be expected to be highly volatile. Commodities pay no income and are thus completely subject to patterns of buying and selling in the market. Factors that may influence these patterns are the global economic cycle, production patterns, shifts in the futures markets, currency movements, extreme weather and the performance of other assets, including equities and bonds.

### Our investment process

Our favoured alternative investments provide attractive real income streams, exposure to lowly correlated assets and to markets such as currencies where we rarely take specific house views. We also favour defensive equity structures, which offer partial equity upside for lower overall risk and significant downside protection. This broad category includes commodity funds and gold. Exposure is via funds and in-house researched structures. The main drivers will be client income requirements, the need to reduce overall portfolio volatility to meet client risk preferences, liquidity considerations and whether we can see value in both the assets and the external managers’ ability to add value in third party funds.

## Cash

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Description</th>
<th>Historic annual volatility</th>
<th>Returns generally from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>Funds that are held on individual or pooled bank deposit accounts. This asset class may also include high-quality liquid bonds with very short maturities (less than 1 year) as well as money market funds.</td>
<td>Low</td>
<td>Income</td>
</tr>
</tbody>
</table>

### General Risk Warning

The main risk in cash funds is, in the case of deposit accounts, the credit risk of the banking entities involved, which is minimised by the use of pooled deposits, or in the case of very short-dated money market instruments, by small interest rate sensitivity and/or some credit risks.
Disclaimer

Investec Wealth & Investment is both authorised and regulated by the Financial Conduct Authority and is covered by the UK Financial Services Compensation Scheme (FSCS), which provides compensation to eligible claimants in the event of the company not being able to meet its obligations to its clients. This document has been prepared and published by Investec Wealth & Investment Limited (Investec Wealth & Investment).

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Investec Wealth & Investment’s portfolio management services for the clients of Financial Advisers are based on two principal strengths: a detailed knowledge of the Investment Management needs of our clients provided by their trusted adviser and a highly experienced team of dedicated specialists who can help to meet them.

Details of the benefits, fees and charges for our portfolio services for the clients of Financial Advisers are summarised here and overleaf. This forms part of Investec Wealth & Investment’s agreement with you, as defined in our Terms and Conditions.

### Our Charges

#### Discretionary portfolios

<table>
<thead>
<tr>
<th>Annual Management Fee Scale</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On first £1,000,000</td>
<td>1.00%</td>
</tr>
<tr>
<td>On next £1,500,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>Thereafter</td>
<td>0.60%</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>£1,200 + VAT</td>
</tr>
</tbody>
</table>

#### Discretionary portfolios within the IW&I SIPP

<table>
<thead>
<tr>
<th>Annual Management Fee Scale</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On first £1,000,000</td>
<td>1.25%</td>
</tr>
<tr>
<td>On next £1,500,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>Thereafter</td>
<td>0.60%</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>£1,500 + VAT</td>
</tr>
</tbody>
</table>

Investec Wealth & Investment fees plus VAT per annum will be levied on the value of your portfolio calculated and charged quarterly in arrears on the last business day of February, May, August and November and pro rata for any part period of the quarter.
Adviser Agreed Remuneration
The amount of any non-recurring and/or recurring adviser agreed remuneration must be agreed with your Financial Adviser. We will then be pleased to facilitate these payments (inclusive of any VAT that may be applicable) to your Financial Adviser on your behalf.

Where adviser agreed remuneration (Initial Adviser Charge or Ongoing Adviser Charge) is to be paid from an IW&I SIPP, such payments will be deducted from the Individual Fund. Only one arrangement for the payment of adviser charges can be set up at any one time.

Nominee Custody
Our Nominee Service ensures prompt settlement of transactions and also saves clients the unnecessary administrative burden involved in owning shares directly. It enables us to take action on your behalf in respect of takeovers, rights issues and open offers.

Bargain Administration Charges (BAC)
All transactions are subject to a bargain administration charge of £25.
There will be a handling charge of £15 for any transaction where the stock is not registered in our nominee company or held in CREST and there is an additional £25 bargain administration charge for all non UK settled business excluding Eurobonds.

Income Collection and Distribution
We collect all dividends and interest on clients' behalf and these can either be retained by us or paid into a bank account following the quarter dates of 5th April, 30th June, 30th September and 31st December via BACS.
For investors within the IW&I SIPP we will collect all dividends and interest on your behalf and retain these amounts within your Individual Fund.

Charges Illustration
Cash illustration based on £200,000 investment and five switches (ten transactions) of £5,000 per annum, ignoring any changes in portfolio value.

Discretionary Portfolios (Fee)
£2,000 (Annual Fee) + £250 (BAC) = £2,250
Discretionary Portfolios - IW&I SIPP (Fee)
£2,500 (Annual Fee) + £250 (BAC) = £2,750

Please note this illustration is exclusive of VAT which will be added where applicable and any external fund charges which may apply.

Reports and Valuations
You will receive quarterly valuations and statements. An annual report is prepared for each client shortly after the end of the fiscal year including a summary of all transactions on their account. With the annual report your clients will receive a consolidated tax voucher listing all dividends, interest and tax related credits received during the tax year on their behalf. This voucher makes completion of their tax return easier. Investors within the IW&I SIPP will only receive half-yearly valuations and quarterly statements. However, our Online Valuation Service is available for all clients.

Cash Management
Cash in your portfolio will be held in a deposit account. Interest will be credited with reference to the current Bank of England base rate.
Your money will be held in a pooled client money account along with monies held on behalf of other clients. Where the rate of interest we receive overall is more than the rates set out below, any difference between the interest received by us and the interest paid to you will be retained by us.
Interest is applied to your account in line with income payment dates.

<table>
<thead>
<tr>
<th>Cash Balance</th>
<th>Interest Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under £5,000</td>
<td>3.00% below base rate</td>
</tr>
<tr>
<td>£5,000 – £9,999</td>
<td>2.25% below base rate</td>
</tr>
<tr>
<td>£10,000 – £24,999</td>
<td>1.50% below base rate</td>
</tr>
<tr>
<td>£25,000 – £49,999</td>
<td>1.00% below base rate</td>
</tr>
<tr>
<td>Thereafter</td>
<td>0.50% below base rate</td>
</tr>
</tbody>
</table>

At a base rate of 3% or less the firm reserves the right to vary the rates paid on client deposits.

When base rate stands below the above minimum we may at our discretion continue to pay a variable rate of interest or apply zero or negative rates.
Other Charges

Company Information
An annual charge of £20 per holding is made for company information including Proxy forms which are available on request for clients wishing to vote.

Foreign Exchange
Where we undertake a foreign currency transaction in relation to a transaction on your portfolio, a foreign exchange charge will apply. This charge will be calculated by reference to the sterling equivalent value of the foreign currency transaction as follows:

- 0.25% on the first £500,000
- 0.15% thereafter

Nominee Transfers
There are no charges for transfers into our nominee company. However, a charge of £10 per holding will be made for transfers out of our nominee company.

Overseas
Overseas stocks held with third party custodians will incur an Overseas Stock Holding Charge of £10 per stock per annum.

ISAs
There is no introductory set up charge for ISAs but we reserve the right to charge for the transfer of a client’s assets to other providers. If an ISA is made void within 6 months of inception there is a £50 charge.

Probate Charges
There is £50 charge for probate valuations plus £10 per line of stock with a minimum total charge of £100.

Stamp Duty/
Stamp Duty Reserve Tax (SDRT)
Stamp Duty of 0.5% rounded up to the nearest £5 is payable on all certificated UK equity purchases. SDRT of 0.5% is payable on non-certificated UK equity purchases. From 28 April 2014 Stamp Duty and SDRT has been abolished for transactions conducted on a recognised ‘Growth’ market. This includes transactions carried out, but not limited to, on the Alternative Investment Market (AIM) and the ISDX Growth Market. Stamp Duty is not payable on transactions with consideration of less than £1,000. This exemption does not apply to SDRT.

Stock Exchange Levy
For certain UK transactions greater than £10,000 a Stock Exchange levy of £1 will be payable. This levy funds the Panel on Takeovers and Mergers and will be shown as PTM levy as a separate item on contract notes if applicable.

Third Party Charges
We reserve the right to pass on any third party charges incurred in the operation of your account, for example, indemnity charges.

Unit Trusts and OEICs
Any marketing allowances given to us at the time of dealing will be passed on as a discount in the price of units. We may receive renewal commission in some cases.

VAT
VAT will be added to charges where applicable at the standard rate.
<table>
<thead>
<tr>
<th>City</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bath</td>
<td>01225 341580</td>
</tr>
<tr>
<td>Belfast</td>
<td>02890 321002</td>
</tr>
<tr>
<td>Birmingham</td>
<td>0121 232 0700</td>
</tr>
<tr>
<td>Bournemouth</td>
<td>01202 208100</td>
</tr>
<tr>
<td>Cheltenham</td>
<td>01242 514756</td>
</tr>
<tr>
<td>Edinburgh</td>
<td>0131 226 5000</td>
</tr>
<tr>
<td>Exeter</td>
<td>01392 204404</td>
</tr>
<tr>
<td>Glasgow</td>
<td>0141 333 9323</td>
</tr>
<tr>
<td>Guildford</td>
<td>01483 304707</td>
</tr>
<tr>
<td>Leeds</td>
<td>0113 245 4488</td>
</tr>
<tr>
<td>Liverpool</td>
<td>0151 227 2030</td>
</tr>
<tr>
<td>Manchester</td>
<td>0161 832 6868</td>
</tr>
<tr>
<td>Reigate</td>
<td>01737 224223</td>
</tr>
<tr>
<td>Sheffield</td>
<td>0114 275 5100</td>
</tr>
</tbody>
</table>

Member firm of the London Stock Exchange.
Authorised and regulated by the Financial Conduct Authority.
Investec Wealth & Investment Limited is registered in England.
Registered No. 2122340. Registered Office: 30 Gresham Street, London, EC2V 7QN.

investecwin.co.uk
[Terms and Conditions for Clients of Financial Advisers]

[Please note that in this large print document all italic text appears as bold and all bold text appears in bold and square brackets.]

These Terms and Conditions are divided into five parts:

• **[Sections 1-4]** is an Introductory Section to these Terms and Conditions.

• **[Sections 5-48]** cover the Terms applicable to our Investment Management and Dealing Services.

• **[Sections 49-58]** in addition to Sections 5-47 cover the Terms applicable to any ISA accounts you may have with us.

• **[Sections 59-62]** cover the use of the Internet Valuation Facility (if applicable depending upon the service agreed between us).
1. [Introduction and legal status]

This document is very important as it forms part of a legal contract (our “[Agreement]”) and you must read and ensure that you understand the contents. Please ensure that you are in possession of all the documents listed below which form our Agreement and inform us if any of these documents are missing. If there is any part of this document, or any other document which you do not understand, you should contact us. Our Agreement is made up of the following documents, where applicable:

(a) These Terms and Conditions for Investment Management and Dealing Services.

(b) The Client Agreement for the relevant service agreed between us.

(c) Our Rate Card which details our charges.

(d) The Commencement Letter (for discretionary managed customers and advisory investment managed customers only).

(e) Any other document or letter for additional services as agreed between us which states in it that it forms part of our Agreement.

(f) Any other letter or document that we may be required to provide to you by any law, rule or regulation, that is stated by us to form part of the Agreement in accordance with section 37 (Changes) of these Terms and Conditions.

1.1 Words and phrases used in these Terms and Conditions shown in italic have, unless the context
requires otherwise, their meanings set out in the Definitions section at the end of these Terms and Conditions. For the purpose of these Terms and Conditions, references to “[we]”, “[our]”, “[Manager]” or “[us]” refer to Investec Wealth & Investment Limited (“IW&I”) and references to “[you]” or “[your]” refer to the party or parties named in the front page of the Client Agreement, unless otherwise stated.

1.2 The documents comprised in our Agreement shall in the event of any conflict between the terms contained in any of them take priority over each other in the order in which they are listed in the definition of “[Agreement]” in the Definitions section at the end of these Terms and Conditions.

1.3 You will need to read and understand the risk warnings set out in Annex 3 of this document.

1.4 Upon entering into this Agreement, and at any other time during which these Terms and Conditions are in force, there will be documents and other information we may reasonably require that we may ask you to provide or expect you to provide in order to provide services under this Agreement. This will include:

- providing us with prompt notification of changes to any bank account previously instructed to us; and

- asking you to provide us with information necessary for us to be able to assess your knowledge and experience in relation to particular products and services, and your financial situation and investment objectives, so as to enable us to recommend the investment services and financial instruments that are suitable for you.
In instances where your Financial Adviser has confirmed to us in your Agreement or otherwise in writing that they have assessed suitability in line with FCA requirements then IW&I will not request this information from you.

1.5 General information about IW&I:

1.5.1 The main business of IW&I is the provision of private client investment and stockbroking services.

1.5.2 Our Registered Office is at 2 Gresham Street, London EC2V 7QP. The other addresses at which we carry out business with you can be found in our most recent service brochure, and may be found on the letterhead received from your chosen Investment Manager.

1.5.3 We are authorised and regulated by the Financial Conduct Authority (FCA) and we are entered on the FCA’s Register under number 124537. The address of the FCA is: 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA’s Register by visiting the FCA’s website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

2. [Customer classification]

2.1 In accordance with the FCA Rules, we are required to assign you a particular classification. On the basis of the information which you have provided to us, we will categorise you as a Retail Client, unless we have notified you that you will be categorised as a Professional Client. If we have categorised you as a Professional Client, you will be subject to less extensive regulatory protection as
indicated in sections 5 (The services we will provide), 21 (Customer Protection) and 44 (Complaints) of these Terms and Conditions. You have the right to request that you be categorised differently from the category we have given you.

2.2 We will also further categorise you as one of the following:

- a discretionary managed customer;
- an advisory investment managed customer;
- a dealing with advice customer; or
- an execution only customer.

The services which we will provide to you will depend upon your classification, as described in section 5 (The services we will provide) of these Terms and Conditions.

2.3 The application of these Terms and Conditions to you will also vary depending upon your customer classification, and you should note carefully in these Terms and Conditions where it is indicated that particular provisions apply only to particular categories of customer.

3. [Overseas residents]

3.1 Our services may not be available in countries where they are prohibited by local law. If you are in any doubt, you are strongly advised to contact your legal adviser. We will not be responsible for the use of our services, and the consequences thereof, where this is prohibited by local law.
4. [Investments in which we will transact]

4.1 The types of Investments which we will transact and advise you upon will be those for which we are authorised by the FCA. Please note that in relation to Investments in warrants, options, securitised derivatives, futures, or contracts for differences, separate documentation (including appropriate risk warnings) must be completed, signed and returned to us before we can advise or deal on your behalf.

[Investment management and dealing services]

5. [The services we will provide]

5.1 For discretionary managed customers:

5.1.1 We will provide investment management services to you. This means that we will manage your portfolio on your behalf, taking Investment decisions on the basis of your specified Investment objectives and risk profile. We shall have full authority at our discretion and without prior reference to you to enter into any kind of transaction or arrangement for your account.

5.1.2 This service will be provided in relation to those Investments and your Free Money for which we are authorised to advise and transact in under the Act on a discretionary basis as specified in your Client Agreement.

5.2 For advisory investment managed customers:

5.2.1 We will provide investment advisory services to you. This means that you retain full control over and are
responsible for all investment decisions. We will provide you with recommendations on the basis of your specified investment objectives and risk profile. We will accept responsibility for the suitability of our recommendations, and (to the extent that you follow these recommendations) for the portfolio as a whole. We cannot accept this responsibility if our recommendations are not followed. If we advise you that a particular Investment is not suitable, we will only accept instructions in relation to that Investment on an execution only basis if appropriate.

5.2.2 This service will be provided in relation to those Investments for which we are authorised to advise and transact in under the Act on an advisory basis as specified in your Client Agreement.

5.3 For dealing with advice customers:

5.3.1 We will provide a dealing with advice service to you in relation to those Investments for which we are authorised to advise and transact in under the Act on an advisory basis. This means that only when requested by you, we will offer advice and recommendations on separate individual transactions, but we will not manage any portfolio you may have or take responsibility for the suitability or appropriateness of any portfolio as a whole. Advice will not be given unless you have provided us with information regarding your knowledge and experience of the Investments in question, the purpose of this service for you, and your financial situation so that we can assess the suitability of a particular Investment for you in
accordance with the **FCA Rules**. We will contact you from time to time to verify that the information that you have provided remains accurate.

5.4 For execution only customers:

5.4.1 We will provide an execution only service to you in relation to those **Investments** for which we are authorised to transact in under the **Act**. Execution only service refers to the services we provide executing trades on your behalf but without providing advice or personal recommendations. This means that we are not responsible for ensuring that the **Investment** is suitable or appropriate for you, unless you have been classified as a **Retail Client** and instructing us to trade in a complex product, as defined in the **FCA Rules**. Therefore we may need you to provide us with information regarding your knowledge and experience of the **Investments** in question and your financial situation so that we can assess the appropriateness of a particular **Investment** for you in accordance with the **FCA Rules**. We will contact you from time to time to verify that the information that you have provided remains accurate.

5.5 We may also provide such other services as are agreed between us.

5.6 For all discretionary managed customers, advisory investment managed customers and dealing with advice customers:

5.6.1 If you do not use our nominee service, we may not be able to deal for you using the **Standard Settlement** basis and this may result in you
obtaining a less beneficial price than the price you may have obtained if we were able to deal for you on a **Standard Settlement** basis. This is because for any instruction to sell, we must be in possession of your valid share certificate or other document of title and correctly completed and signed **Transfer Form**. In order to settle transaction(s), assets you sell must be delivered to the buyer and this will take time for us to arrange. As a result settlement of the transaction(s) may not be completed within the **Standard Settlement** period and could also result in you dealing at a different price and/or obtaining a later settlement date for the transaction.

5.6.2 Where we hold a validly signed **Client Agreement** for you, we reserve the right to register your stock in our **Nominee Company** name before carrying out any transactions on your behalf. Additionally, we reserve the right to ensure cleared funds are available as **Free Money** in your account prior to any purchases being made on your behalf.

5.6.3 We have certain responsibilities under various money laundering legislation and rules, know your customer requirements and **Taxation** treaties in and outside the **UK** to verify the identity of customers and may need to make certain enquiries and obtain certain information from you for that purpose. You confirm that all information you supply will be accurate and that we may pass on such information, as we consider necessary to comply with any legal or regulatory obligations to which we are subject. We must complete all of these checks
before we can accept any assets from you, or conduct any transactions on your behalf.

5.7 Please note that:

(a) we will not advise you about the merits of a particular transaction if you are dealing on an execution-only basis. Unless we agree to the contrary in writing, we will not be responsible for providing on-going portfolio management services for stocks acquired on an execution-only basis.

(b) we will not be obliged to provide to you announcements or other Market Information on any Investment other than in respect of corporate actions for non-discretionary clients with stock in our custody.

(c) for Non-Retail Investment Products purchased against the sale of a Retail Investment Product(s), the purchase of the Non-Retail Investment Product(s) may be dealt for extended settlement.

(d) the markets that we are prepared to deal on may be limited by our ability to settle or hold Investments in certain jurisdictions.

6. [Classification of investment objectives and risk]

(This section does not apply to execution only and dealing with advice customers. Please refer to Section 5 for further details around these services).

6.1 Where your Financial Adviser has confirmed to us in your Agreement or otherwise in writing they have undertaken a fact find and assessed suitability of this service in accordance with FCA requirements then sections 6.2 – 6.5 will become the responsibility of your Financial
Adviser. IW&I will be responsible for the composition of your portfolio in line with the objectives and risk stated in your agreement. In instances where your Financial Adviser is unable to confirm or assess suitability as required under the FCA rules then the responsibilities in sections 6.2 – 6.5 will fall under IW&I. In such circumstances where IW&I take on this responsibility this will be made clear to you.

6.2 Advice and/or recommendations will not be given unless you have provided us with information regarding your knowledge and experience of the Investments in question, your Investment objectives (including the level of risk that you are prepared to take in relation to Investments) and your financial situation so that we can assess the suitability of a particular Investment for you in accordance with the FCA rules.

6.3 Our Client Agreement invites you to state your Investment objectives and any restrictions that you wish to impose on the types of Investment or the market on which transactions may be executed for you. We shall also conduct a fact finding exercise with you to ensure that we have accurate information about your financial circumstances. Where we have not received from you the necessary information we require to assess suitability as required by the FCA rules we must refuse to act for you.

6.4 In order to help us ensure that we do not make unsuitable recommendations to you, you should inform us immediately of any changes to your circumstances which may be relevant. It is your responsibility to keep us informed of any matters which we should take into account when giving advice to you including if you wish to
change your Investment objectives or your Investment restrictions. If you do not inform us otherwise, we are entitled to assume that there are no restrictions on the types of Investment (except for those Investments listed in section 4 (Investments in which we will transact)) or the market on which transactions are executed that we may recommend to you or purchase for you subject to our assessment of suitability.

6.5 We will contact you from time to time to verify that the information that you have provided remains accurate. Where we are aware that the information you have provided us with is manifestly out of date, inaccurate or incomplete you will be asked to provide further information we require and where that information is not provided we must refuse to act for you.

6.6 Our policy on risk classification is detailed in the current “Managing Your Investments” document.

6.7 Please note that we regard the risk profile as a guide to the composition of an overall Investment portfolio. Individual constituents may have a greater or lesser degree of risk than the overall portfolio.

6.8 Please note that this section may not apply if you are classified as a Professional Client (see section 2 Customer classification) of these Terms and Conditions.

7. [Advice status]

7.1 In respect of business transacted in Retail Investment Products any advice given or transactions entered into will be restricted. We will not offer advice on all types of Retail Investment Products. You may ask us for a full list of Retail Investment Products we offer.
8. **[Agency]**

8.1 Where this **Agreement** is addressed to a trust/company/charity/pension fund, you warrant and undertake that:

(a) each Trustee/Director/Officer/Pension Fund Trustee is authorised to enter into this **Agreement**, to issue instructions individually to us and has the unencumbered power to invest Trust/Company/Charity/Pension Fund assets.

(b) any restrictions on the authority referred to in section 8.1(a) above of each Trustee/Director/Officer/Pension Fund Trustee has been fully disclosed to us in accordance with the terms of this **Agreement**.

(c) the Trustees/Directors/Officers/Pension Fund Trustees have the absolute power to appoint us, to delegate **Investment** decisions and to appoint any third party listed in the **Client Agreement** or on the **Nominated Persons** Form to act as an agent for the Trust/Company/Charity/Pension Fund, as detailed in section 29 (Giving instructions) of these **Terms and Conditions**.

(d) there are no restrictions relating to the **Investment** of Trust/Company/Charity/Pension Fund assets other than those set out in the **Client Agreement**.

(e) the Trustees/Directors/Officers/Pension Fund Trustees certify that having taken independent legal advice that all relevant Trust/Company/Charity/Pension Fund provisions have been disclosed and supplied to us and that such documents are true and accurate and that there are no other Trust/Company/
Charity/Pension Fund provisions or documents regulating the Investment of assets.

(f) the Trust/Company/Charity/Pension Fund will inform us immediately in writing of any change in any of the information supplied to us in accordance with this section or otherwise in accordance with the terms of this Agreement together with documentary evidence of such change.

8.2 Where this Agreement is addressed to a trust, you warrant and undertake that you will be exclusively responsible for compliance with any relevant trustee legislation and, where legislation dictates, will provide us with an alternative appropriate policy statement. If you are a discretionary customer or advisory investment managed customer the appropriate Trust Client Agreement incorporates an investment policy statement which is acceptable to us. If you do not wish to utilise this investment policy statement, you should provide us with an investment policy statement. Please note that any investment policy Terms and Conditions for Investment Management and Dealing Services statement so provided by the Trustees will only become binding on us once we have given our written acceptance of the investment policy statement to the Trustees without qualification or amendment.

9. [Dealing in Investec plc and associated company shares]

9.1 Transactions may be carried out and advice may be provided on group or associated company shares on your behalf. There are appropriate controls and procedures in place to manage any conflicts of interest. However such
transactions and advice will only be provided or given in accordance with general law or regulatory rules.

10. **[Our charges]**

10.1 Our charges to you will be those set out on the rate card that has been provided to you or otherwise provided in writing and in effect at the time the charges are incurred. The charges for our services in force at any time are shown in our most recent and relevant rate card unless specified in this Agreement and these are subject to revision from time to time.

These charges may include, where applicable:

- Any Annual Fee which will be charged quarterly in arrears based on the value of the portfolio as at the last **business day** of February, May, August and November and pro rata for any part period of the quarter;

- Commission for a trade which will be charged at time of the transaction;

- Bargain Administration Charges which will be charged at time of the transaction;

- Company information including proxy forms which will be charged at the time of any request;

- Foreign Exchange charges which will apply at the time of transactions;

- Nominee transfers which will apply at the time the transfer takes place;

- Overseas dividend receipts which will be applied on receipt of the dividend;
• Probate valuation charges which will be applied when the probate valuation is created.

10.2 In addition to our charges you will be responsible for payment of any Taxes, duties, charges, or expenses which we have to pay to any Investment Exchange (including stamp duties and stock exchange levies) or other third party (including, without limitation, any buying-in charges or settlement fines) on your behalf where they directly relate to your assets, Investments or transactions. We will levy a separate charge where your Investments are transferred out of our Nominee Company on termination of our Agreement with you (or otherwise) in accordance with section 39 (Termination) of these Terms and Conditions.

10.3 When settlement for overseas transactions is undertaken and currency transactions are required, we will charge you at the rate disclosed in the relevant Rate Card for any transaction charges we have to pay. Any currency conversion will be executed at a rate available from the market.

10.4 If we have agreed an annual charge or fee with you, it will be shown as a separate item on your account and is calculated periodically, as stated in our most recent and relevant rate card. Fee notes will normally only be issued on request, if agreed between us. The amount of any commissions will normally be shown on the relevant contract note or confirmation.

10.5 Any charges or other amounts due to us shall be payable by you in accordance with any relevant contract note or advice. We reserve the right to deduct such outstanding amounts from your portfolio if we have requested
payment from you in writing and the amounts remain outstanding 30 days from the date of this letter. This deduction will reduce your Free Money balance and after deduction will no longer be treated as Client Money.

10.6 In some circumstances Investments may be transferred to us as a share or unit class that attracts an ongoing commission payment to us from the product provider. As soon as possible following receipt, the Investment will be converted into a non commission paying share or unit class unless you request otherwise in writing or there is an associated cost or tax liability.

10.7 We may receive commission payments from Retail Investment Product providers based on the total level of business placed by us with those Retail Investment Product providers over a given period. Details of the aggregate commission figures received from each Retail Investment Product provider can also be made available to you on request, although we will not provide you with individual commission receipt figures.

10.8 We may also receive payment or reward from another person in connection with business undertaken for you and/or on your behalf. This would typically be for placing arrangements or similar Investments, although not exclusively.

10.9 We reserve the right to re-denominate the currency of your portfolio into any other currency, if required to do so by any law, rule or regulation.

10.10 We reserve the right to make additional charges for the provision of additional portfolio valuations or statements at an agreed nominal fee which we will tell you of in advance. This will only apply if you request the provision
of statements or valuations outside the agreed delivery dates detailed in section 16 of these Terms and Conditions (Portfolio Valuations).

10.11 For discretionary customers there could be instances when discussing your account(s) with you where this could be construed as a personal recommendation, which would typically be covered by the adviser charging rules. However, we will not apply any additional charge over and above that agreed for the service provided to you.

11. [Your money]

11.1 Your money will be held as Client Money in accordance with the Financial Conduct Authority (‘FCA’) Client Asset Rules which, among other things, require us to hold your money in a Client Money Bank Account free of lien, segregating your funds from our own at an Approved Bank or CRD Credit Institution.

11.2 We, and any third party who we authorise to hold your assets, may hold your money in a general Client Money Bank Account, alongside that of our other clients. This means that Client Money is held as part of a common pool of Client Money, so in the event of our insolvency or other such event, your money will be protected in accordance with the FCA Client Asset Rules. Any claim by you is against the Client Money pool in general. This means that the balance on the Client Money Bank Account will be divided proportionately to all clients who have a valid claim against the sum held in the general pool and this may or may not be equal to the individual sum you hold in your client portfolio.
11.3 We may hold money on your behalf in a **Client Money Bank Account** at an Authorised Bank or **CRD Credit Institution** situated outside the **UK**, provided that the overseas bank is governed by the rules of another country which specifically regulates and supervises the safekeeping of **Client Money** and/or **Custody Assets**.

11.4 We will ensure that any third party who holds your assets is selected and appointed by us specifically for this purpose and we will exercise all due skill, care and diligence in the selection and monitoring of such agents. However, in the event of their default or their insolvency, this may lead to the loss of your **Investments**.

11.5 Our intention is that your money will be held with the Authorised Bank or **CRD Credit Institution** subject to the laws of England and Wales. However, in the event that your money is held in an Authorised Bank subject to the law of a jurisdiction other than that of a European Economic Area (EEA) state, your money and the rights relating to your money may be subject to different legal and regulatory requirements than those applying in the **UK**.

11.6 If necessary, we may allow another institution such as an exchange, clearing house, overseas settlement agent or other intermediate broker to hold or control your money, but only if we transfer your money for the purpose of a transaction through or with that person or to meet any obligation that you may have to provide collateral for a transaction. If we do this, we will endeavour to ensure your money is held as **Client Money** under the **FCA Client Asset rules**.
11.7 We reserve the right to pool your Free Money with that of other customers and place such Client Money on a term or notice deposit at an Authorised Bank or CRD Credit Institution in accordance with the FCA Client Asset Rules. Please note that this will not affect your right to receive or withdraw your Free Money in accordance with section 29 (Giving instructions) of these Terms and Conditions.

11.8 Where you have elected for an offshore account, you are deemed to have authorised us to hold your money in overseas bank accounts and you accept that the protection of your money and/or assets may be subject to different rules and regulations and you may not be afforded the same level of protection as provided by the FCA Client Asset Rules. Such accounts may be in Guernsey, Jersey, the Isle of Man, the United States of America or territories within the EEA states.

11.9 You should be aware that, we reserve the right to hold client money with an associated company, Investec Bank (UK) Limited in accordance with the FCA rules.

12. [Interest]

12.1 Payable to you

12.1.1 Your money will be held in a client money account alongside monies held on behalf of other clients. Where the rate of interest we receive overall is more than the rates set out in the relevant Rate Card, any difference between the interest received by us and the interest paid to you will be retained by us.
12.1.2 Interest will be paid at these rates on all Free Money, which we hold with effect from the date of receipt to the date on which the debit is made in your favour. We will not pay interest on any other balances held with us.

12.1.3 You should be aware that in some cases interest may be collected, until due for distribution, into an account with an associated company, Investec Bank (UK) Limited.

12.1.4 Please note that we reserve the right not to credit interest into your account when the total interest earned in that period is less than £1. For foreign currency balances held as Free Money, we will pay interest at a rate of 0.5 per cent below the rate that we receive.

12.1.5 We will pay interest to you should we fail to pay you on a timely basis at a rate equivalent to that which you receive on your Free Money in accordance with section 12.1.1 above.

12.1.6 In the event that interest received or payable to you becomes a negative rate, either by application of our interest rate payment basis described in 12.1.1 and 12.1.6 or by virtue of market conditions and rates achieved, we reserve the right to pass on the negative charge to you in full. We will endeavour to optimise interest rates in this eventuality and should that occur, we will pay interest to you on a rate that will be published on our website; www.investecwin.co.uk.
12.2 Payable to us

12.2.1 If you default in paying any account when it is due, we reserve the right to charge interest at 5 per cent per annum above the base rate of The Bank of England. We will allow you a period of 30 days from the date your default to pay the sums due and after that interest will be charged daily and will be charged to your account when the debt has been discharged. Please note that interest will be charged after, as well as before, judgement.

13. [Settlement of transactions]

13.1 All payments to be made by you shall be made in the currency required for settlement, as shown on your contract note, invoice or other transaction document, and from immediately available funds on the due date without set-off or counter claim and free from and without deduction of any Taxes, levies, withholdings or any other deductions of any nature. Foreign currency transactions, carried out on your behalf will be carried out as per section 10.3 (Our Charges) of these Terms and Conditions. You will not withdraw any Investments or money from your portfolio or grant any charge, lien or encumbrance over them if such money or Investments are to be delivered or paid in settlement of any transaction and, in any event, will not do so without prior notification to us.

13.2 You will be responsible for ensuring that all money due to us is paid and all documents are delivered to us in order to permit timely settlement of any transaction effected with you or on your behalf. The due date for settlement will be stated on the contract note, invoice or other
notification, which will also show our charges for the transaction, which will be due for payment on that date of settlement.

13.3 In accordance with the FCA Client Asset Rules we reserve the right to utilise the Delivery vs. Payment (DVP) exemption for treatment of Client Money & Custody Assets where we have entered into a transaction on your behalf that is traded on a venue that is classified as a Commercial Settlement System in accordance with the FCA Client Asset Rules. By signing these terms & conditions, you are agreeing, and giving us permission, to fully utilise this exemption at our discretion.

13.4 Where you are paying us by cheque, cheques should be made payable to Investec Wealth & Investment and sent along with any documents for settlement to the following address:

[Investec Wealth & Investment Settlements Department, The Plaza, 100 Old Hall Street, Liverpool, L3 9AB.]

If you wish to remit proceeds for settlement direct to our bank account, these details are available on request from your Investment Manager.

13.5 Where using our nominee service, all transferable securities, stocks, share certificates or other title documents that you require us to hold, should be sent to your Investment Manager or to [Investec Wealth & Investment Settlements Department, The Plaza, 100 Old Hall Street, Liverpool, L3 9AB], accompanied by a completed and duly signed Transfer Form. We are unable to carry out any transactions for you in these instruments until we receive these documents and/or
information. Failure to deposit your assets may result in us being unable to execute transactions on your behalf in those assets in accordance with section 5. (The services we will provide). In addition, we reserve the right to ensure we do not enter into a purchase transaction on your behalf, until we have confirmed cleared funds are available in your Free Money balance.

14. [Borrowing money for you]

14.1 We will not, without your prior consent, commit you to any borrowings or enter into transactions on your behalf which we know will result in you having to borrow (save for the circumstances listed in section 22 (Rights issues, takeovers, scrip dividends and other entitlements) of these Terms and Conditions). We may, however, be able to arrange loan facilities where appropriate, for which details and the relevant Agreement can be obtained from us and in the event such borrowing does occur we will provide you the relevant Agreement for your review and signing. Please note that such facilities may be extended by one of our associated companies or another party authorised under the Act on our behalf, and we may receive remuneration from such party or parties for arranging this for you.

15. [Foreign currency & securities]

15.1 Income from foreign securities may be subject to Taxation in the country of origin. This Taxation will not be recovered by us even if you are in a position to recover tax from the local tax authorities. Overseas residents not subject to tax will only receive gross payments if all the necessary documents have been supplied by you and lodged with us.
16. [Portfolio valuations]

16.1 In the case of discretionary and advisory investment managed customers only, we will send you every six months a valuation of your Investments, which incorporates a schedule setting out the various transactions which we have entered into on your behalf. You may also choose to receive a valuation more or less than six monthly. Please indicate in the Client Agreement the date on which you would like to receive your first valuation and the frequency thereafter. (Please note that under the FCA’s Conduct of Business Rules, we are required to forward you a valuation of your Investments at least annually). Please also refer to clause 10.10 (Charges).

16.2 In the case of dealing with advice customers and execution only customers, we will, if agreed specifically with you, send a valuation which can include on request a schedule setting out the various transactions which you have carried out in the period.

16.3 In all cases, each valuation will comprise the number of units of each Investment held in the portfolio, the aggregate of their initial costs (when known) and the aggregate of their value as at the date of the valuation.

16.4 Securities will be valued at the close of business on the valuation date. If the valuation date falls on a non-Business Day, prices quoted will be those as at the close of business on the last Business Day before the valuation date. UK quoted securities are valued at the closing mid-market price quoted on the London Stock Exchange. Overseas securities are valued at the closing mid-market price or last traded price available to us on
16.5 Please be aware that there are some securities which may be shown in your portfolio at an indicative price. These securities will tend to be very illiquid securities for which there is either no market or the market is very limited.

16.6 Additionally, valuations may contain holdings at a nil price – these will typically be unquoted securities for which we are unable to obtain a price.

16.7 As part of our services to you, we may provide ‘internal’ or ‘ad-hoc’ valuations to assist you. Please note however that such valuations are working documents only and are designed primarily to assist us in administering your portfolio. They have not been subject to our quality control procedures and also many of the features of your regular report (e.g. statement of custodianship) are not present. They should be considered as indicative and used only in conjunction with advice (if applicable) received from us.

16.8 We shall not be liable for any loss of opportunity or reduction in the value of your portfolio due to market fluctuations.

17. [Benchmarking]

17.1 The purpose of a benchmark is to provide customers with a reference point for their portfolio. It is not a promise that your portfolio will perform in line with the chosen benchmark or necessarily follow its distribution. The benchmark is designed only to assist you to assess the performance of your portfolio. It does not mean that your portfolio will be based on the Investments which make
up the indices within the benchmark or will necessarily follow their asset allocation or performance.

17.2 We will use an appropriate benchmark based on your investment objectives, risk profile and the types of designated investments included in your portfolio, for performance measurement purposes. The suggested benchmarks used are detailed in our Managing Your Investments document.

18. [Custody of your investments]

18.1 For all customers who use our nominee services:

18.1.1 Where possible (in the case of most UK securities), we will arrange for Investments held by us for you to be held on our behalf by and, registered in the name of, our Nominee Company. The title to your Investments will be registered or recorded in the name of our Nominee Company, unless we are required to do otherwise by any law, rule or regulation, through which you will retain beneficial ownership.

18.1.2 Our Nominee Company is a wholly-owned subsidiary for whom we accept responsibility for safe custody obligations. Holdings may be in certificated or other physical form or held in a dematerialised form (dematerialised means that certificates are no longer produced but an electronic record of the holding is held on the company register) within the CREST or other Commercial Settlement system on a pooled basis. In the event of our insolvency or other such event, use of our nominee name ensures that the
assets are held separate to our own assets and protected in accordance with the FCA Client Asset Rules.

18.1.3 Some companies provide benefits to shareholders relating to the nature of their business. These benefits will not be available to you if your Investments are registered in the name of our Nominee Company. Should you wish to receive these benefits, we may be able to give you a letter confirming your nominee holding, but we would recommend that if you are holding shares purely to receive these benefits, they should be registered in your own name.

18.1.4 If you wish us to hold your assets in your own name, we will require you to have your own account as a sponsored membership in CREST and complete a separate agreement (available on request) for this purpose. This may be subject to additional charges which will be discussed with you should you request such services.

18.1.5 If you use our nominee service and wish to transfer assets on an exceptional basis to another person by means of a gift or other such event, you may instruct us in writing to register your Investments in the name of another person or a trust and we will do this providing we can validate that the purpose for doing so does not breach any regulatory or legal obligations that we may have.
18.1.6 Additionally, if you do instruct us to transfer your assets in accordance with 18.1.5, then you accept that this is entirely at your own risk and we will not provide any custody services for such assets unless the beneficial owner is a valid client of ours.

18.1.7 In some cases where it is not possible to use our own Nominee Company and safe custody services (for example for non-UK securities), your Investments may be registered, recorded or held in the name of a third party in an overseas jurisdiction, and this may mean your Investments are pooled with those of other investors. In the event of the insolvency of that third party, your Investments may be treated differently from the manner in which they would be treated if it had been passed to an intermediate broker, settlement agent, Custodian or counterparty within the UK.

18.1.8 Pooling your Investments with those of other investors means that your individual entitlement may not be identifiable by separate certificates, physical documents or entries on the register. The general nature of a pooled nominee means that your assets will be held in a way that enables the available assets to be used to settle open trades in the same stock. There is a risk that this could happen for a transaction that is unrelated to you, but we have strong controls in place to mitigate this. In the event of insolvency or other such default event, as your holding is pooled with other clients, this means that you will have a general claim on the assets alongside other clients, which in the event of any
shortfall, may result in a proportionate distribution of such assets to you that are less than your recorded holding.

18.1.9 We endeavour to ensure that such Investments will not be held with any third party in another country which does not regulate the safekeeping of financial instruments unless the nature of the financial instrument requires it or if you are a Professional Client you request us to do so in writing.

18.1.10 Investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those applying in the UK as well as different practices for identifying individual Investments.

18.1.11 Please note that any bearer Investments may not be held in our safe custody, but by a third party.

18.1.12 We will ensure that any third party who holds your assets is selected and appointed by us specifically for this purpose and we will exercise due skill, care and diligence in the selection and monitoring of such agents.

18.1.13 We and our Nominee Company do not accept responsibility, in the absence of our own fraud, negligence or wilful default, for the safe custody obligations of any third party. In the event of the default of a third party or their insolvency, this may lead to the loss of your Investments.
18.1.14 We will confirm to you all of your Investments that are held by us or to our order at least once a year. This confirmation may form part of your portfolio valuation.

18.1.15 Additionally, we reserve the right to use your assets that are registered to our Nominee Company. Usually this will only be as security for any of your transactions, either individually or as part of a larger trade with other clients. If the assets are used as collateral, we will only do this for transactions that are unsettled and are traded on a venue that is subject to a regulated clearing arrangement, where we are required to provide security to cover pre-settlement risk in accordance with the regulated clearing arrangement. We may from time to time, (due to settlement timing and techniques) temporarily use your assets, by nature of operating a pooled nominee, but we have strong controls in place to monitor and mitigate this and ensure your assets are protected in accordance with the FCA CASS rules.

18.1.16 You should be aware that there are a number of administration charges which we reserve the right to make for undertaking certain arrangements on your behalf. Such charges are detailed in our most recent and relevant rate card for the service agreed between us.

18.1.17 You should be aware that in appropriate circumstances Investments held by us in safe custody may nonetheless be sold by us in accordance with section 24 (Power to sell or close out) of these Terms and Conditions.
18.1.18 Dividends and interest will be paid quarterly by BACS and you will receive a schedule showing the individual amounts. Consolidated tax vouchers are prepared for your tax returns annually. Dividends on overseas Investments will normally be converted into sterling on receipt and paid to your income account for quarterly distribution. Such income accounts (including accumulated dividends) will not earn interest.

18.1.19 To avoid undue administration, where we are specifically requested by you to pay income by cheque, we will not do so where the amount payable to you is less than £2, until the balance on the account exceeds £2 and we will then pay it to you in accordance with your instructions. Such balances while held by us will be treated in accordance with the FCA Client Asset Rules.

19. [United States (US) Withholding Tax Regime and International Tax Compliance]

19.1 Holders of US Assets: You will provide us with appropriate client documentation in line with US regulations. We will endeavour to collect income and sale proceeds under the appropriate reduced rate of withholding tax. In the event that appropriate client documentation is not provided as and when required, we will sell stock within one month of the stock being acquired by the account.

19.2 The International Tax Compliance Regulations 2015 implement FATCA (Foreign Account Tax Compliance Act) and CRS (Common Reporting Standard) into UK Law. Where requested, you will provide us with your
Tax Identification Number (TIN) (if applicable), and/or other relevant information together with documentary evidence of such information (for example, certified copy of passport) so that we are able to meet our reporting requirements under any relevant tax compliance legislation.

19.3 We reserve the right to exchange or report any information regarding your account, where IW&I are obliged to report information to HMRC or any other such official body, who may exchange that information with tax authorities in other jurisdictions under the Automatic Exchange of Information arrangements, without further notification to you.

20. [Unsolicited calls]

20.1 We may wish from time to time to visit or telephone you to discuss Investments without your express invitation. We will not make unsolicited calls to you before 8:00 am or after 9:00 pm.

21. [Customer protection]

21.1 We are a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstance of this claim. Further information about compensation scheme arrangements is available from the FSCS. You can contact them on 0800 678 1100 or 0207 741 4100 or at www.fscs.org.uk. You can also write to them at FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
22. [Rights issues, takeovers, scrip dividends, voting and other entitlements]

22.1 In relation to Investments held in the name of our Nominee Company only:

22.1.1 For discretionary managed customers: We may proceed with any one of the following without prior reference to you and in such manner as we determine:

(i) exercise any conversion, subscription or voting rights regarding your holdings;

(ii) proceed in takeover situations, other offers or capital reorganisations concerning your holdings;

(iii) take dividends in cash, unless otherwise instructed by you.

22.1.1.1 We may exercise voting rights regarding your holdings (save for any which arise in connection with the events set out above) without prior reference to you, in such a manner as we determine to be appropriate.

Please note that we reserve the right to act, or to refrain from acting on Investments which were purchased by you on an execution only basis and will contact you accordingly for your instructions.

22.1.2 For all other customers:

We will obtain your written instructions before proceeding with any one of the following:

(i) electing to take up a scrip dividend on your behalf;
(ii) exercising any conversion or subscription rights (only when required to do so) regarding your holdings;

(iii) proceed in takeover situations, other offers or capital reorganisations concerning your holdings.

However, if we have been unable to obtain your instructions, we reserve the right to act or refrain from acting on your behalf in relation to corporate actions in such manner as we may determine to be in your best interests. However, we will take no action in relation to voting rights without your specific instructions to do so.

22.2 For all customers, where Investments are held by our Nominee Company, we will not be responsible for passing to you information received from companies or their registrars relating to voting, shareholder benefits or corporate actions. Any instructions received from you in connection with the clause above must be received by our Nominee Company within a reasonable period, but not less than four Business Days prior to the date of the meeting to which the vote applies.

22.3 Where Investments are held in our Nominee Company on a pooled basis, corporate activity may result in shares or units being issued, with your individual entitlement being a fraction of a share or unit. If it is possible to sell these shares or units, this will be done as soon as practicable. Because of the disproportionate costs involved, only where your individual entitlement exceeds £5 will we distribute this to you. Otherwise we will not treat this as a Client Asset but will retain it and may distribute accumulated proceeds to a charity of our choice.
22.4 In respect of Investments which we are holding on your behalf in safe custody which are registered in your own name (not in our Nominee Company), we shall not be responsible for taking action in relation to corporate actions or voting rights.

22.5 You should be aware that in certain circumstances, we may not be able to act in conversions in your best interests or in accordance with your preferences. This will always be due to factors outside our control. For example company registrars may treat our Nominee Company as being one holding and may therefore only offer us one conversion option across all client accounts.

22.6 Additionally to avoid undue administration, for income balances arising from, for example dividend payments, corporate actions or income distributions, where you have specifically requested this to be paid to you by cheque, but the cumulative balance held by us is lower than £2, we will hold the funds on deposit and only when this exceeds £2 will we pay it out to you by cheque. Any balances held by us will be treated as Client Money in accordance with the FCA Client Asset Rules. Please note that we will not pay interest on income balances held.

23. [Right to retain your funds]

23.1 We shall be entitled at any time to retain or make deductions from, or set-off amounts or credit balances which we owe to you, (including, without limitation, the proceeds of sale or closing-out transaction or any other account or sub-account which you have with us under this Agreement) in order to meet any liabilities which you may have incurred to us or which we may have incurred
on your behalf under this **Agreement** including, for example:

(a) sums to be paid in settlement of transactions, application monies and calls due for new issues which:

   (i) for discretionary managed customers, we have applied for or taken up on your behalf, or

   (ii) for all other customers, you have asked us to apply for or take up on your behalf;

(b) dividend claims which we have made from you;

(c) settlement of any monies due as a result of any corporate actions in which you have participated (or we have participated in on your behalf in accordance with section 22 (**Rights Issues**, Takeovers, Scrip Dividends and other entitlements) of these **Terms and Conditions**);

(d) settlement of our fees, commissions or charges or any other amounts referred to in section 10 (Our charges) or any liabilities or costs incurred when exercising rights under section 24 (Power to Sell or Close Out) or section 39 (Termination) or any other relevant provision of these **Terms and Conditions**;

(e) any interest payable to us pursuant to the terms of the **Agreement**; and

(f) any necessary **Taxation**, rights, claims or deductions.

23.2 If a period of six years has elapsed since the last movement of **Client Money** on your account (disregarding any payment or receipt of interest, charges or similar items) we are unable to contact you, having
taken reasonable steps to do so as required by the FCA Client Asset Rules, we may stop treating the balance as Client Money and donate it to a registered charity of our choice. Similarly, if a period of twelve years has elapsed since the last movement of Custody Assets on your account (disregarding any payment or receipt of interest, dividends, corporate actions, or similar items) we are unable to contact you, having taken reasonable steps to do so as required by the FCA Client Asset Rules, we may stop treating the assets as Custody Assets and donate them, either liquidated on in specie, to a registered charity of our choice. Where we do this we undertake to make good any valid claim made by you or on your behalf against any balances or assets we treat in this way. We may require evidence from you to support any claim. However, where the balance of Client Money is under £25 (or under £100 if you are a Professional Client), and we have taken the steps required by the FCA Client Asset Rules to contact you, we may stop treating the balance as Client Money and donate it to a registered charity of our choice but we will not make good any claim by you against the balance.

24. [Power to sell or close out]

24.1 If, at any time, you have not met any liabilities which you have incurred to us or which we may have incurred on your behalf or do not comply with any other obligations under this Agreement, including any of those matters detailed in section 39 (Termination) of these Terms and Conditions, we shall be entitled (and are irrevocably
authorised by you) to take all or any of the following actions having given at least thirty Business Days prior oral or written notice to you:

(a) sell Investments bought on your behalf but for which you have not paid on or before the relevant settlement day;

(b) close open sold positions (by buying-in Investments or otherwise) in the event that the relevant securities have not been delivered by you on or before the relevant settlement day;

(c) sell any securities held or registered by us or in our Nominee Company or another Custodian to our order or acquired on your behalf; and

(d) take any other steps (whether or not similar to the above) we may consider to be necessary to meet any obligations which you have to comply with under this Agreement or otherwise to protect our position.

24.2 If, after any of the actions specified above have been taken, there is a positive balance in your favour we shall, either hold on account or pay to you such balance as soon as reasonably practicable and supply you with a statement (in accordance with clause 11, Your money).

24.3 In relation to any assets held by us on your behalf, you warrant and undertake to us that:

(a) all such assets are and at all times shall remain free from any restrictions on transfer;

(b) all such assets are and at all times shall remain free from any third party lien, charge, pledge or encumbrance, claim, title or other interest (unless otherwise agreed in writing between us in accordance
with section 18.1.9 (collateralised loans) of these Terms and Conditions;
(c) no mortgage or other fixed security or floating charge or other security interest in such assets shall be created, granted, extended or permitted to subsist without our prior written consent (which consent may be subject to any conditions specified by us);
(d) no person other than you has any rights or interest in any such assets; and
(e) unless you have notified us in writing that you are acting as Trustee or agent in respect of any particular Investment or asset (and in which case you warrant and undertake to us on behalf of the person(s) for whom you are acting), that you are authorised with full power and capacity to instruct us.

25. [Short positions]
25.1 A short position is one where you contract to sell Investments which you either do not own, do not have authority to sell or you cannot deliver to the market on a timely basis. We will not sell Investments on your behalf if we reasonably believe that a sale may result in you having a short position, and you should not knowingly instruct us to do so. We reserve the right to buy stock to cover any obligation arising from a short position without any prior reference to you, and you agree that we may recover from you any expenses incurred by us from doing so (this section does not apply for transactions carried out under the Options Agreement). Please also refer to Section 5.6 (The services we will provide).
26. **[Conflicts of interest]**

26.1 Please refer to our conflicts of interest policy contained within Annex 1 of these **Terms and Conditions** for full details of our policy on potential conflicts.

27. **[Advice and research]**

27.1 Any **Market Information**, advice and research supplied is prepared from sources which are believed to be reliable and is provided only for your personal use. You may not copy, distribute, or redistribute **Market Information** or sell, resell, retransmit or otherwise make **Market Information** available to third parties and we will not be liable for any loss caused by the misuse of **Market Information**. We may already have positions in, or options on, the **Investments** mentioned therein or may buy, sell or offer to buy or sell such **Investments** from time to time.

28. **[Aggregation and execution of orders]**

28.1 Unless we accept specific instructions from you otherwise in relation to a particular order, we may aggregate your order with our own orders, orders of associated companies and persons connected with us and orders of other customers without further reference or authority from you. By aggregating your order with those of other customers we must reasonably believe that this is in the overall best interests of our customers and it is unlikely such aggregation will work to the disadvantage of you when we aggregate your order. However, aggregation may operate on some occasions to your disadvantage.
28.2 We will normally execute orders in the order in which they are received by us as soon as reasonably practicable after receipt. Unless you tell us otherwise you agree that if we are unable to execute your order in full immediately we may execute our own orders or the orders of other customers whilst seeking to complete the execution of your order.

28.3 Under the FCA’s Conduct of Business Rules we are bound to execute your order at the best available price in the relevant market at the time of the transaction unless there are reasonable grounds for believing that it would not be in your best interests to do so. However, you should be aware that the price at which we carry out a transaction for you may be less advantageous if we deal on non-standard terms, for example, for extended settlement, whether by choice or as a result of you not having fulfilled your delivery obligations to us, refer to section 5.6.1 (The services we will provide) for example or in accordance with the explicit exceptions contained in our Best Execution policy – Annex 2 of this agreement.

28.4 Please be aware that the markets that we are prepared to deal on may be limited by our ability to settle or hold Investments within those jurisdictions.

28.5 We may accept an order at a price limit. However, if that limit cannot be met, you will be advised as soon as possible but the order will not be retained. All limit orders will be for that Business Day only. If, in exceptional circumstances, we agree to retain a limit order for more than one day, you provide us with your prior express consent not to publish those limit orders.
28.6 **IW&I** has a formal best execution policy, which is contained in Annex 2 of these **Terms and Conditions**. The best execution policy forms part of this **Agreement**. The best execution policy highlights instances where, in your best interests, we may deal away from a regulated-market or Multilateral Trading Facility (MTF). By signing the **Agreement** you provide us with your prior express consent to deal off-market.

29. **[Giving instructions]**

29.1 We will accept your written or oral instructions (including, but not limited to, instructions received from you by fax) as long as we are reasonably satisfied that they are genuine instructions from you. For security purposes, you acknowledge that we have the right to delay carrying out any instructions from you whilst we verify that they are genuine. Except for discretionary managed clients that have opted-out of receiving contract notes we will acknowledge your instruction formally by issuing a contract note or confirmation to you. The contract note or confirmation will supersede any oral acknowledgement of your order given at the time and you should contact us immediately if the contract note or confirmation does not accord with your instructions. In the absence of manifest error, contract notes or confirmations shall be conclusive and binding on you. We will provide a contract note or confirmation to you following each transaction or series of transactions. Please note that once an order or instruction has been accepted for immediate execution by us, it may only be amended or withdrawn with our agreement.
29.2 We shall not normally accept instructions given by e-mail. Where instructions are sent to us by e-mail, we give no promise as to the timeliness or execution of those instructions, including cases, for example, where the addressee at our offices is not available or is away or our e-mail systems are unavailable. You should not assume that any e-mail has been received by us and/or actioned unless you received either an e-mail and/or a telephone call acknowledging our receipt. You should also be aware that e-mail is not a secure medium and therefore any instructions received by us purporting to be from you by e-mail will be actioned but no liability will be accepted for any false instructions or lateness whatsoever. We shall have no obligation to verify the authenticity of any e-mail sent to us however we reserve the right to not action instructions if we believe such instructions could be fraudulent. In such circumstances we will contact you by telephone to verify whether the instructions are genuine.

29.3 We will be entitled but not bound to act on a request from you to effect a transaction in accordance with these Terms and Conditions. If we decline to accept instructions from you, we will notify you but we will not be obliged to give you a reason.

29.4 Where you notify us of changes in respect of addresses, bank details or in exceptional circumstances where requests for third party payments are made, we require these to be in writing and we reserve the right to request additional supporting documentation or confirmation prior to us acting on such requests.
30. [Certificates]

30.1 If your Investments are not registered in the name of our Nominee Company, we will take all reasonable care to ensure the despatch of your certificates in accordance with or pursuant to your instructions, but all certificates are despatched at your own risk. We only provide protection under the FCA Client Asset Rules for those certificates or holdings that we provide safe custody services for, or in the case of physical securities in your own name, up until the point of despatch of the certificate to you.

31. [Cancellation rights]

31.1 If you enter into this Agreement for services by Means of Distance Communication you may cancel this Agreement within 14 days of commencement (or 30 days for certain life insurance and pension products, as notified to you at that time) by serving notice upon us by post. However, cancellation rights will not apply if:

(a) the price of the service or services provided during the cancellation period depends on fluctuations in the financial market outside our control;

(b) the performance of the distance contract has been fully completed by both parties at your request before you exercise your right to cancel; or

(c) we have an initial service Agreement with you and the contract is in relation to a successive operation or separate operation of the same nature under that agreement.
31.2 Upon notice of cancellation, we shall pay to you any sum which you have paid to or for a benefit in connection with services under this Agreement, except fees we shall retain for any services we have already provided prior to cancellation. Where a right of cancellation is exercised, any amounts paid will be reimbursed, subject to a deduction of any dealing cost, and, if applicable, the amount by which time the value of your Investment has fallen at the time written notification of your wish to cancel is received by us in accordance with section 40 (Notices) of these Terms and Conditions (known as a shortfall and will be calculated under the FCA Rules), and we have had proper time to effect such request subject to section 28 (Aggregation and Execution of orders) of these Terms and Conditions. If you choose to register your Investments in a form other than our Nominee Company, we reserve the right to delay any cancellation and/or repayment of monies until such Investments are registered into our Nominee Company or under our sole control. (Please note that any decrease in the value of your Investments that occurs whilst we are waiting to receive control of your Investments will be borne by you).

31.3 Certain Investment contracts, such as long term insurance contracts, personal pensions, stakeholder pensions, life policies, cash deposit ISAs, and Investment scheme units which are concluded from a distance may carry rights of cancellation both before and after conclusion of the contract. Details of these rights can be found on the product descriptions supplied by the product providers.
31.4 If you cancel outside of the cancellation period in 31.1 then Section 39 (Termination) will apply and any charges and exit charges will be applied.

32. [Third parties and nominated persons]

32.1 We may accept instructions and receive and give information on your behalf from and to your other professional advisers or other third parties where you have confirmed in writing, normally in the Client Agreement or the Nominated Persons Form that we may do so. If the instructions are to relate to the transfer of stock and/or cash or management of your Investments and Free Money, the third party must be an authorised person within the meaning of the Act, unless he or she does not carry on Designated Investment Business (e.g. a member of family or your attorney). Such instructions from any Nominated Person cannot be accepted by us until we have completed whatever actions we are required to undertake under any Money Laundering legislation or regulations. Where appropriate we will liaise directly with any Nominated Person to fulfil our obligations. Instructions from third parties may be either oral or in writing (including, but not limited to instructions received from them by fax). We will not accept instructions from third parties who are not Nominated Persons, nor provide information to professional or other advisers without such written authority.

32.2 Where this Agreement is addressed to more than one person, unless you have appointed a contact person for the portfolio, any instruction, notice, demand, acknowledgement or request to be given by you under
this **Agreement** may be given by or to any one of you. We are not required to verify the authority of that person passing us such instruction. That person may give us an effective and final discharge in respect of any of our obligations.

33. **[Recording of telephone conversations]**

33.1 You consent that we may record telephone conversations which we may have with you, and acknowledge that such recordings may be used in evidence in the event of a dispute. Our recording shall be and remain our sole property and will be accepted by you as conclusive evidence of the orders, instructions or conversations so recorded. You agree that we may deliver copies and/or transcripts of such recordings to any court or regulatory authority.

34. **[Liability]**

34.1 Nothing contained in this section or elsewhere in this **Agreement** shall act as to limit or exclude our liability to you to the extent that such liability is attributable to a breach by us of the regulatory system established by the **Act**.

34.2 Neither we nor any of our staff shall be under any liability whatsoever for any loss or damage sustained by you arising from any actual or proposed transaction as a result of, or in connection with, the provision of any services to which this **Agreement** applies except in so far as and then only to the extent that, such loss or damage is caused by negligence or fraud on our part or of our staff or any failure by us to comply with applicable **FCA Rules**.
34.2.1 Unless we agree with you otherwise, where as a result of the services we provide to you under the Agreement we hold Investments on your behalf which give you rights in relation to a Cause of Action against a third party in any existing or potential group litigation or class action, we will not take any action in relation to such Cause of Action on your behalf. Should we become aware of such Cause of Action we will notify you of its existence. This clause shall remain in force following termination or cancellation of this Agreement.

34.3 We have legal obligations regarding the detection, reporting and prevention of fraud, money laundering and terrorist activity. We are required to take action where we have suspicions about the use of, or any activity concerning, any accounts or funds we hold or any facilities we provide. Where we are permitted legally to do so, we will advise you of any investigation or of any delay arising from any such investigation. We may be obliged to refuse transactions or instructions. We will not be liable to you or any third party for any loss or damage arising from any action we may take as a result of our legal obligations.

34.4 We shall not be liable for the Taxation consequences of any transaction nor shall we be liable for Taxation charges arising for any reason.

34.5 We shall not be liable for any loss of opportunity which may have resulted in an increase in the value of your portfolio nor any reduction in the value of your portfolio as a result of market movements. Save for execution only customers (except when we are extending lending
facilities), we are required by the FCA to take steps to find out facts about your financial position in order to assess the suitability of our advice and of transactions to be entered into by us on your behalf. If you, or any other person acting with your authority, provide us with inaccurate information, we shall not be liable in any way concerning the suitability of any Investment advice given by us or of any transactions entered into by us on your behalf.

34.6 We accept no liability for Investment advice given to you, or Investment decisions taken on your behalf by, any financial adviser, Nominated Person or any other person not connected with us, nor will we be under any obligation to perform any monitoring functions with regards to any transaction or other advice given by such persons.

34.7 We shall not be responsible for making any disclosures or notifications that you may have under the Panel Rules, the Companies Act or any other future legislation in relation to your Investments even if they are registered in the name of our Nominee Company.

34.8 You agree that the only duties or obligations we owe to you are those set out expressly in this Agreement and that we do not owe you any other further duties or obligations (whether arising from the fact that we are acting as your fiduciary or otherwise).

35. [Force majeure]

35.1 Except as provided otherwise under the Act, we shall not be liable to you or in breach of the Agreement if there is any total or partial failure of performance of our duties and obligations hereunder occasioned by any act of God,
terrorism, fire, act of government or state, war, civil commotion, insurrection, embargo, breakdown, or computer systems or other machine failure, inability to communicate with market makers for whatever reason, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to the foregoing) beyond our control.

36. [Illegality]

36.1 If any provision or term of this Agreement or any part of it shall become or be declared illegal, invalid, unfair (in accordance with any relevant law, rule or regulation) or unenforceable for any reason whatsoever, such term or provision shall be deemed to be deleted from this Agreement, but the legality, validity, fairness or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired provided that, should any such deletion substantially affect or alter the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions of this Agreement as may be necessary or desirable in the circumstances.

36.2 These terms shall be subject to the rules of any Investment Exchange under whose rules or using whose facilities we enter into any transaction on your behalf. Such rules shall be deemed to be incorporated herein and shall form part of this Agreement. In the event of any conflict between such rules and these Terms and Conditions, the provisions of such rules shall take precedence over these Terms and Conditions.
37. [Changes]

37.1 We may amend any provision of this Agreement or our arrangements with you by sending you a written notice describing the changes. Such changes will become effective at the date specified in the notice which will be at least thirty days after the notice is sent to you. If you do not wish to accept the proposed changes then you have the right to terminate the contract (see clause 39, Termination). Changes may arise as a result of legal and regulatory requirements, changes in relation to our service proposition, changes in relation to our charges and changes to market practice.

37.2 You may ask us not to include any provision of this Agreement by giving written notice to that effect, but we are only able to agree if such a change is relevant to the circumstances and it is practicable to carry out your request.

37.3 You can also amend the arrangements between us in the following ways:

(a) by changing your investment objectives;
(b) by imposing new restrictions under section 8 (Agency) of these Terms and Conditions or by changing or lifting any restrictions which you have previously imposed; and
(c) by giving or withdrawing any consent required under this Agreement.

37.4 However, any such amendments which you wish to make will only become effective when your Investment Manager receives a letter from you sent in accordance with the provisions of this section setting out the
amendment concerned and you have received written acknowledgement from us of such amendment which will be provided within thirty days of receipt of your request by us.

38. [Commencement]

38.1 For new customers or accounts, the following matters must have been completed before we can begin to manage or advise in respect of any of your assets:

(a) you have received from us a copy of these Terms and Conditions;

(b) we have received a completed signed Client Agreement (save for execution only customers not using our nominee facilities);

(c) the obligations under money laundering legislation and regulations have been satisfied;

(d) in the case of a Trust, either all the Trustees have signed the Client Agreement and a certified copy of the trust deed is provided to us together with all Deeds of Appointment for the Trustees, or those Trustees authorised by the trust deed have signed the Client Agreement, and have provided us with documentary evidence of their delegated authority to open the account;

(e) in the case of a Company, we have received a copy of the board resolution authorising the opening of your account along with an authorised signatory list and specifying the Director(s) authorised to enter into this Agreement on behalf of the Company, and a duly signed copy of the Client Agreement.
38.2 You should be aware that the time taken to re-register cash, assets, shares and/or securities in the name of our Nominee Company will vary dependent on a number of factors outside our control. As such, we may not be able to effect transaction(s) you instruct us to carry out whilst your holdings are in the process of being re-registered. We do not accept liability for any loss you may suffer as a result of being unable to deal in your assets whilst they are in the process of re-registration in the name of our Nominee Company. Please note that in the event that you continue to receive correspondence direct from Companies or their registrars (particularly in respect of corporate actions), you should inform us immediately and, except for execution only customers, retain any such documentation pending our advice.

38.3 [Additionally, if you are a discretionary managed customer or advisory investment managed customer:]

38.3.1 Following completion of the matters referred to in section 38.1 above, and subject to section 38.3.2 below, you will receive from us a Commencement Letter which sets out the date on which we shall begin to manage your portfolio or advise you in respect of it.

38.3.2 Prior to the date set out in the Commencement Letter (which will not be before all of your assets have been re-registered in the name of our Nominee Company (unless we advise you otherwise)) and subject to the terms of the Agreement, we will at your request provide advice in respect of individual assets and on your
instructions deal in respect of individual assets. We will not however be able to provide this service unless we have received from you a signed copy of this Client Agreement, and the appropriate money laundering legislation or regulations have been fulfilled.

39. [Termination]

39.1 You are entitled to terminate this Agreement by giving immediate written notice to us. We are entitled to terminate this Agreement by giving 30 days prior written notice to you.

39.2 Where “you” are more than one person and “you” are a personal customer, your obligations under these Terms and Conditions will be joint and several. Any notice given to any person who is a personal customer jointly and severally with others, will be deemed to be given to all of them as joint tenants; and we may act on the instructions of any such person, unless we receive valid written notice to the contrary setting out the precise basis upon which the property is to be held, and we shall be entitled to deal with that property in accordance with these Terms and Conditions and the general law, including, without limitation, the law relating to survivorship. Please note, in the case of our customers that are resident in Scotland, any reference to “joint tenant” shall be taken to mean “proprietors of joint property” in which case this section shall be evidence of a survivorship provision.
39.3 [For discretionary managed customers and advisory investment managed customers only if “you” are a personal customer (see section 57 for ISA’s):]

39.3.1 Our authority under these **Terms and Conditions** is given by you on behalf of your successors in title as well as yourself. Accordingly, on the death of an individual, these **Terms and Conditions** will continue in effect. Prior to the production to us of any grant of probate, grant of representation or other such equivalent document, we shall continue to provide services as agreed under these **Terms and Conditions** in accordance with the investment objectives notified to us in accordance with section 5 (The services we will provide) of these **Terms and Conditions** and/or the **Client Agreement** or otherwise save that, in the case of the death of an advisory investment managed customer, we shall provide services on a discretionary basis (as defined in section 5.1). We may (but prior to any grant of representation, are not bound to) act on the instructions of your personal representatives. Once the grant of representation is presented to us, the intention is that these **Terms and Conditions** will be terminated (save in the case of holdings held in our **Nominee Company** and/or our custody, where the sections relating to our **Nominee Company** and to safe custody will continue) and, if requested we will consider offering a replacement **Agreement** for relevant services to the person(s) subsequently entitled as agreed between us.
You agree that during this interim period, all correspondence and documentation which we are required to forward to you under the FCA Rules will be forwarded to the person who has notified us of the death, unless otherwise agreed.

39.4 [For dealing with advice customers and execution only customers if “you” are a personal customer:]

39.4.1 On the death of any of the persons constituting “[you]”, these Terms and Conditions will terminate, save for the sections referring to our nominee and/or safe custody facilities.

39.4.2 For all customers, in the event of the death of the persons constituting “[you]”, where any assets are held by our Nominee Company any person authorised to act on behalf of your estate pursuant to a grant of probate or representation should contact us and we act on their instructions, subject to any legal or regulatory requirements.

39.4.3 For all customers, this Agreement shall terminate immediately in the event that you make a voluntary arrangement with your creditors or (if “[you]” are an individual, Firm, Trust or Charity) become bankrupt or (if “[you]” are a Company) become subject to an administration order, go into liquidation or call a meeting of creditors or are otherwise the subject of proceedings under the Insolvency Act 1986 (or any successor legislation) (whether for the appointment of a liquidator, receiver or administrator other than for the purposes of a legitimate amalgamation or reconstruction) or you are unable to pay your debts as they fall due within the meaning of Section 123.
of the Insolvency Act 1986 (or any successor legislation). On termination of this Agreement the amount of any fees or other charges which have accrued up to the date of termination will be due 30 days after the date of termination. If you are a discretionary managed customer or advisory investment managed customer, fees will continue to accrue in accordance with section 39.3.

39.5 Withdrawal charges will be payable by you for transferring your Investments out of our Nominee Company to you or your new Investment adviser or any other person nominated by you whether on termination of this Agreement or otherwise. You will also pay to us any additional expenses or losses necessarily incurred by us in connection with your Investments as a result of the termination of this Agreement.

39.6 If the Agreement is terminated by either you or us, we will still undertake the completion of any outstanding orders or transactions initiated by us prior to termination in a timely fashion and in accordance with best practice. However, once such orders or transactions have been completed, this Agreement will terminate, save for the sections relating to custody and nominee services (if applicable), your account will normally be dealt on an execution only basis unless otherwise agreed between us.

39.7 Any legal rights or obligations of either you or us which may have arisen prior to termination shall not be extinguished or reduced by termination of this Agreement.
40. **[Notices]**

40.1 All notices given pursuant to the Agreement shall be in writing and shall be sent to the relevant address stated in our Client Agreement, unless a new address has been supplied by either party in accordance with this section, in which case notices shall be sent to the party at that new address.

40.2 Notices shall be sent by the following means and shall be deemed to have been received at the following times:

(a) by first class pre-paid post – on the third Business Day after despatch; or

(b) by fax with correct answerback – on the Business Day after despatch.

For the avoidance of doubt, notice may not be served by means of e-mail.

40.3 Please note that where this Agreement is with more than one client, notice need only be served by the firm on one of those clients.

41. **[Assignment]**

41.1 The Agreement is personal to you and your personal representatives and shall not be capable of assignment or transfer by you or them.

41.2 We may at any time assign any or all of our rights and/or obligations under this Agreement provided that we have given you at least ten Business Days written notice to you to that effect.

41.3 Where we assign this Agreement under 41.2, you authorise us to transfer any of your money/assets held by us or on our behalf to that person, or someone nominated
by that person. We will only transfer your money and/or assets to another person who either will hold them under the Client Asset Rules or to whom we have exercised all due skill, care and diligence in assessing whether that person will apply adequate measures to protect it. Where we intend to do this we will give you ten **Business Days** prior written notice and following any transfer, no later than seven **Business Days** later, we will write to you to advise you of that it has taken place and the successor will write following this to you or provide the new **Terms and Conditions** that apply to your **Client Money** & Assets protection, treatment and transfer, including the relevant compensation scheme arrangements that apply.

41.4 If you do not want your **Client Money** & Assets transferred in accordance with clause 41.3, you are entitled to terminate this **Agreement** and withdraw your money and assets, in accordance with section 39 (Termination) and section 40 (Notices).

42. **[Governing law]**

42.1 The provisions of the **Agreement** and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.

43. **[Waiver]**

43.1 Our failure to seek redress for violations or to insist upon strict performance of any condition or provision of this **Agreement**, or our failure to exercise any right or remedy to which we are entitled under it, shall not constitute a waiver thereof.
44. [Complaints]

44.1 In the event that you wish to make a complaint, this should be addressed to our Compliance Officer at Quayside House, Canal Wharf, Leeds LS11 5PU or complaints@investecwin.co.uk. If you submit a complaint we will send you prompt written acknowledgement, enclosing details of our complaints procedures. Further information can be located on our website (http://wealthinvestment.investec.co.uk/about-iwi/help-and-support.html).

We will attempt to resolve any complaint in a timely manner. You may have the right to complain to the Financial Ombudsman Service (The Financial Ombudsman Service, Exchange Tower, London E14 9SR) if we are unable to resolve any complaint to your satisfaction or if we are unable to resolve the complaint within 8 weeks of receipt. Further details can be found on the Financial Ombudsman Service’s website (www.financial-ombudsman.org.uk)

45. [Data protection act]

45.1 All personal information provided by you to us and any other information relating to your accounts will be treated in confidence.

45.2 By disclosing your personal information to us, you consent to such information being collected and held in our computer systems and used in the following ways:

(a) to provide the services which you have engaged us to provide;

(b) where a lending decision is involved, to aid us in assessing the extent of the credit we will offer you;
(c) to keep you informed by mail or telephone of other services which we or any of our sister or associated companies consider may be of interest to you.

We may also use your personal information in aggregate form in order to help us analyse, develop, and manage our business.

45.3 Your personal information will not be disclosed to any third party except:

(a) we may be required or it may be appropriate for us to disclose your personal information to the FCA, the London Stock Exchange or any other regulatory or enforcement body (whether in the UK or elsewhere) having jurisdiction over the matters in respect of which disclosure is made, including without limitation matters relating to actual or suspected money laundering;

(b) we may disclose your personal information to a credit reference agency who may retain a record of the data we supply to them for the purpose of carrying out both credit reference checks and also money laundering checks which we are required to carry out by law and to fulfil our legal obligations from time to time;

(c) we may disclose your personal information to product providers for the purposes of obtaining quotes in respect of Investments which may be of interest to you;

(d) it may be necessary for us to disclose your personal information to third parties to enable us to transact business on your behalf;
(e) it may be necessary for us to disclose your personal information to third parties if we are arranging a seminar or other corporate events with such parties in order to manage the event and, if applicable, to reduce the risk of you receiving more than one invitation.

45.4 We may also disclose or allow your personal data to be collected or used under a strict code of secrecy to persons within the sub-contractors or persons acting as our agents who may include other companies within the Investec group (or any other successor group holding company), who administer or process the information on our behalf. Please be assured that all personal data, wherever it is held within the same group as us or by its sub-contractors or agents will be afforded a high level of protection against any authorised, unauthorised or accidental disclosure, access or deletion, although this cannot be promised by us.

45.5 You consent to us using a credit scoring or other electronic data check mechanism when considering your account application and also when providing you with services under this Agreement. In the same circumstances, we may search files of credit reference agencies, who may keep a record of the search. We may also carry out identity and anti-fraud checks. Your information may also be used for debt tracing.
45.6 You also consent to the possible transfer of your personal information outside the EEA for the purposes of processing by us, our subcontractors or agents and to the possible transfer of your personal information to unconnected third parties in the event that the assets of the company were sold to a third party.

45.7 In accordance with the Data Protection Act 1998, you are entitled, on payment of a fee, to a copy of the information we hold about you. In the first instance, you should direct any such request to us in writing to The Compliance Officer at our Liverpool office address ([The Plaza, 100 Old Hall Street, Liverpool, L3 9AB] (or any other successor address as amended from time to time)).

45.8 Investec Wealth & Investment is the data controller for the purposes of the Data Protection Act, 1998.

46. [Contracts (rights of third parties) act 1999]

46.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement, save for our agents, nominees and Affiliates only, and those persons detailed in sections 39 (Termination) and 41 (Assignment) of these Terms and Conditions.

47. [Record retention]

47.1 In accordance with legal and regulatory requirements, we will retain your records for at least five years following the termination of any relationship between us, unless this period is extended by law or regulation.
48. [Payment of adviser agreed remuneration]

48.1 Adviser Agreed Remuneration

We will pay to your financial adviser any agreed remuneration you have instructed us to pay. We will make no charge to you for this facilitation service.

The adviser remuneration that you have agreed to pay your financial adviser are a matter between you and your financial adviser. [We will not get involved at all with you or your financial adviser about them, including the assessment of the suitability or amount of the adviser agreed remuneration you have agreed to pay.]

When we pay a adviser agreed remuneration to your financial adviser, this is a payment we are making at your direction and on your behalf. The adviser agreed remuneration is not a payment for any services provided by your financial adviser to us.

We will deduct an initial adviser agreed remuneration just before any contributions and transfers in from previous schemes are invested.

We will act only in accordance with your instruction in respect of the payment of adviser agreed remuneration, except where we expressly indicate otherwise in these terms and conditions.

We will act on the instructions of your financial adviser only where your financial adviser is asking us to reduce or stop paying any adviser agreed remuneration. We will not extend or increase adviser agreed remuneration without your instruction.
Adviser agreed remuneration will be paid to the order of your financial adviser and once due, payment will be credited to your financial adviser on dates agreed between us and your financial adviser.

If after reasonable efforts on our part, we have been unable to make payments of any adviser agreed remuneration to your financial adviser, we will stop deducting adviser charges and notify you of our action. Adviser agreed remuneration deducted but unpaid to your financial adviser will be re-credited back to your account with us.

The payment of any adviser agreed remuneration is in addition to our charges.

If we receive an adviser agreed remuneration refund from your financial adviser, we will not be able to return it to you in cash. We will, however, credit the adviser agreed remuneration to your account with us.

48.2 Cancelling your Service

When you take out a service with us, you will have a period of time during which you can change your mind by cancelling the service. If you decide to cancel your service during the cancellation period, we will not be able to reclaim any adviser agreed remuneration that has already been paid to your financial adviser.

You may remain liable to pay your financial adviser for the services they provided for you. You should check the terms of your agreement or arrangement with your financial adviser.
48.3 Our Right to Stop Payment of any Adviser Agreed Remuneration

We can stop or reduce the payment of all or part of an adviser agreed remuneration if

- we no longer have a business relationship with your financial adviser;
- we reasonably believe that the payment of the adviser agreed remuneration would be in breach of any relevant laws or regulations;
- we reasonably believe that your financial adviser was not appropriately authorised by the Financial Conduct Authority or exempt from authorisation under the Financial Services and Markets Act 2000 or any replacement regulator at the time of providing you with advice or services in relation to your individual fund;
- your financial adviser ceases to trade;
- we believe your financial adviser may be insolvent;
- on the death of any of the persons constituting “you”;
- we terminate our services to facilitate adviser agreed remunerations; or
- the payment exceeds the maximum amount of adviser agreed remuneration that we can facilitate as set out by us from time to time.

We will endeavour to notify you as soon as possible of the action we have taken.

Adviser agreed remuneration that have already been deducted but not yet paid will be re-credited to your account.
If there is not enough money in your account to pay an adviser agreed remuneration in full, we can make a partial payment to the extent possible. You may remain liable to pay any shortfall of adviser agreed remuneration to your financial adviser and you should check the terms of your agreement or arrangement with your financial adviser.

48.4 Information about the Charges

We will provide you with written confirmation when we set up the arrangements to pay adviser agreed remuneration you have instructed us to pay to your financial adviser or if the adviser agreed remuneration are varied or stopped. We may ask you to check the information that we provide to you and bring it to our attention if you believe there are any errors or omissions.

48.5 Outstanding Responsibility

If adviser agreed remuneration charge is stopped, reduced, unpaid or is re-credited to your account, you may remain liable to reimburse your financial adviser. You should check the terms of your agreement or arrangement with your financial adviser.

48.6 Value Added Tax (VAT)

We will treat all instructions from you to pay adviser agreed remuneration as including any VAT where it is applicable at the rate prevailing at the time of the payment of the adviser agreed remuneration and taking into account any changes to the rate of VAT howsoever occurring. We will not update any existing ongoing adviser agreed remuneration to account for new VAT rates.
For any ISA Investments, these ISA Terms and Conditions are in addition to sections 5-48, unless otherwise stated.

49. [The operation of your account]
49.1 We will normally operate your ISA Investments on the basis of the information contained within your Client Agreement unless otherwise agreed with you. If we have agreed an alternative mandate of customer service, objective and risk profile for such Investments, we will manage such Investments on this agreed basis, using the definitions detailed in sections 5 (The services we will provide) and 6 (Classification of Investment Objectives and Risk) of these Terms and Conditions.

50. [General]
50.1 In the case of ISAs, Investec Wealth & Investment is approved by HM Revenue & Customs (“[HMRC]”) to act as ISA Manager. You hereby appoint us as the ISA Manager for your ISA, and give us authority to operate it in accordance with these ISA Terms and Conditions, the Terms and Conditions for Investment Management and Dealing Services, the appropriate Client Agreement signed by you, and either your ISA Application Form and ISA Transfer Form as applicable, in accordance with the requirements of HMRC (currently The Regulations).
50.2 You authorise us to:

50.2.1 Hold your ISA Investments in the name of our Nominee Company (or if required, in the name of The Manager as appropriate).

50.2.2 To carry out any actions required by The Manager on your behalf.

50.2.3 To comply with any law or regulation which may affect the management of your ISA.

50.2.4 To apply on your behalf to HMRC to make the necessary reclaims, where appropriate, under The Regulations as appropriate. Such claims for the payment of tax credits on your behalf will be made in accordance with The Regulations as applicable.

50.3 Your ISA will be operated in accordance with the requirements of HMRC, The Regulations, the terms contained in these ISA Terms and Conditions and one of the following as applicable:

50.3.1 for discretionary managed customers, section 5.1.

50.3.2 for advisory investment managed customers, section 5.2.

50.3.3 for dealing with advice customers, section 5.3.

50.3.4 for execution only customers, section 5.4.

50.4 In all cases, if any of these ISA Terms and Conditions or the Terms and Conditions for Investment Management and Dealing Services conflict with The Regulations or with the rules of the FCA, then The Regulations or the FCA Rules will take priority and either these ISA Terms and Conditions or the Terms and Conditions for Investment Management and
Dealing Services, as applicable, shall be amended in order to comply. In this case, any change deemed significant by us shall be brought to your attention. We may otherwise amend any provision of this ISA Agreement in accordance with sections 37 (Changes) and 39 (Termination) of our Terms and Conditions for Investment Management and Dealing Services.

50.5 If any term or provision in this ISA Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, then that term or provision shall be deemed not to form part of this ISA Agreement and the enforceability of the remainder of this ISA Agreement shall not be affected.

50.6 We reserve the right to delegate any or all of our functions under this ISA Agreement to a third party. In so doing we will ensure that we are satisfied with the competence of such a person or organisation to carry out such functions or responsibilities.

51. [Investment]

51.1 Monies held in an ISA will be retained by us in a Client Money Bank Account and in accordance with the FCA Client Asset Rules, with an Approved Bank or CRD Credit Institution as we may from time to time nominate for this purpose.

51.2 Unless otherwise agreed between us, and specifically designated otherwise, and save for any restrictions stated in The Regulations, monies held in an ISA will be invested in accordance with sections 8.1 (Agency) and 29 (Giving Instructions) of our Terms and Conditions for Investment Management and Dealing Services.
51.3 You warrant that during the continuance of the ISA, you will remain the beneficial owner of the Investments and/or cash held in the ISA and will not use the ISA as security for a loan. This includes and applies to charges upon Investments by way of legal or equitable mortgage but does not affect the creation of mere equitable charges.

52. [Dividends]

52.1 Dividends, income distributions and interest on bank deposits will be collected and retained within the ISA on your behalf and will be reinvested by us unless you direct otherwise.

52.2 We do not offer the facility to take up a scrip dividend or an enhanced scrip dividend within an ISA nor will we use the Dividend Reinvestment Plans (DRIPs) offered by certain companies. All dividends will be taken in cash. Taxation that can be reclaimed is governed by The Regulations as amended from time to time.

53. [Charges]

(In addition to section 10 (Our charges) of our Terms and Conditions for Investment Management and Dealing Services).

53.1 Full details of the charges made by us in connection with the ISA are shown in our most recent and relevant rate card pertaining to the service agreed between us. We will be entitled to vary the rate of charges on prior written notice of thirty Business Days in advance of the date of the charge being applied in accordance with section 40 (Notices).
53.2 Should there be insufficient funds in the ISA to pay charges as and when they become due or if you are unable or unwilling to meet any other liabilities or obligations under this ISA Agreement, we reserve the right, if we have requested payment from you in writing and the amounts remain outstanding 30 days from the date of this letter to sell ISA Investments, and/or transfer funds held with us in your name or take any other steps we may consider necessary to protect our position.

53.3 Please note that if you have inadvertently breached The Regulations resulting in voidance of your account by HMRC under The Regulations, we reserve the right to charge our normal administration fees for handling the voidance of your account.

54. **[Rights issues, takeovers, and other entitlements]**

   (This section is in addition to section 22 (Rights issues, takeovers, scrip dividends and other entitlements) of the Terms and Conditions).

54.1 In the case of ISA Investments, subscriptions to rights issues and calls on partly paid stock can only be financed by money held within the ISA. You cannot add further funds to finance these events unless you have not yet subscribed in full for an ISA in the year concerned and that the additional funds are confined to the unused subscription limit. If non-eligible stock is acquired as a result of a bonus issue or de-merger and if no instruction has been received from you, we will sell the holding(s) and the proceeds will be applied to your ISA account.
55. [Shareholder’s rights]

(This section replaces section 18.1.6 of the Terms and Conditions).

55.1 If you so elect, we will arrange for you to receive within a reasonable timeframe following their publication a copy of the Annual Report and Accounts issued by every UK quoted company in respect of Investments which are held directly in the ISA. You may make a written request (subject to The Regulations or any provisions made by or under any other enactment), upon reasonable notice, for you to be able to attend UK shareholders’, securities holders’ or unit holders’ meetings, and exercise voting rights in respect of shares or units by way of proxy. This service will be subject to an administration charge as detailed in the most recent and relevant Rate Card for the service agreed between us. Otherwise, your votes will be dealt with in accordance with (Rights issues, takeovers, scrip dividends and other entitlements) of the Terms and Conditions.

55.2 Subject to your rights to elect to vote as set out at section 22 above (Rights issues, takeovers, scrip dividends and other entitlements) (which under section 4.30 of the ISA Regulations must vest in the investor) we may exercise any voting rights or other rights on your behalf in relation to ISA Investments including those of conversion, subscription, takeovers and other offers or capital reorganisations in accordance with section 22 (Rights issues, takeovers, scrip dividends and other entitlements) of the Terms and Conditions for Investment Management and Dealing Services.
56. [Commencement]

56.1 [Commencement of the ISA Agreement]

56.1.1 Your ISA will commence on the day in which your funds are deposited with us. In the case of a deposit made by cheque directly from you, or a transfer from any other account you may have with us, or in the case of transfers from another ISA Manager, the day in which such funds are received by us. Additionally, in the case of:

**ISA Investments:**

- in respect of a new ISA account, when we have received a completed signed *Stocks and Shares ISA Application Form*;

or:

- in respect of transfers, when we have received a completed signed *Stocks and Shares ISA Transfer Form* as applicable.

Please note that if you are transferring a portfolio to our management, the sums held in your ISA accounts may be included in the initial value sum detailed on the Commencement Letter.

57. [Termination, transfer, withdrawal and deceased ISA holders]

(For your ISA only, this replaces the sections 39.3 to 39.6 (Termination) of the Terms and Conditions for Investment Management and Dealing Services).

57.1 Our appointment as ISA Manager may be terminated by you or us giving 30 days prior written notice. Once terminated and subject to your instructions, we will either
sell the ISA Investments at the prevailing selling price and hold the proceeds to your order, or transfer the ISA Investments in accordance with instructions received from you or any Nominated Person on your behalf. We may also take a retention from the ISA and apply it towards the discharge of your tax liabilities and any of your obligations under the terms of this ISA Agreement.

57.2 You may at any time by written notice require us to transfer current year subscription in whole and/or previous year’s Investments in whole or in part, together with all rights and obligations of the parties to the ISA, to another ISA Manager. If an investor transfers their current year’s subscription from a Cash ISA to a Stocks and Shares ISA they are eligible to open another Cash ISA, with another provider, subject to the annual subscription limits. It does, however, need to be their whole year’s subscription not just a partial transfer.

57.3 We operate a flexible ISA which gives you the ability to withdraw and replace ISA monies within a tax year without it counting towards the annual subscription limit. Any monies withdrawn from a flexible ISA must be replaced by the end of the tax year in which they were withdrawn. Any monies not replaced before the end of the tax year cannot be taken forward into the new tax year. Any withdrawals from an IW&I ISA that include previous year’s subscriptions can only be replaced with IW&I. We will only offer flexibility on capital withdrawals requested through your Investment Manager. Any flexibility used within the ISA and not replaced is lost on account closure.
57.4 You may at any time withdraw part of your ISA in a combination of Investments and/or cash upon giving us written or oral notice though if the withdrawal is to be forwarded to a third party, we will require your written instructions. Termination will be subject to the completion of transactions already initiated.

57.5 Transfers or withdrawals will be completed on our instructions and in a timeframe stipulated by you, as soon as practicable after receipt of your written instructions. We will endeavour to make this transfer or withdrawal within 30 days, but you should be aware that we cannot be held responsible for delays caused by other Plan Managers, Registrars or Custodians.

57.6 Partial transfers or withdrawals are permitted subject to a minimum value of £100 remaining in the ISA. We reserve the right to terminate the ISA should the value of its Investments and/or cash fall below £100.

57.7 The date of death of an investor shall be treated as the date of termination of the ISA. Distributions, interest, dividends or gains arising after the date of death are subject to a full tax charge. Based on our interpretation of current tax legislation, for capital gains tax purposes, the Investments under the ISA will be treated as if they had been acquired by the personal representative at market value as at the date of death. For inheritance tax purposes the market value of the Investments under the ISA as at the date of death will form part of the investor’s estate.

57.8 We shall notify you in writing if, by reason of any failure to satisfy the provisions of The Regulations, an ISA has or will become invalid for tax purposes. We reserve the right
to levy a charge should an ISA (or part of) be deemed void (unless caused by our negligence or that of an associated company).

57.9 Please note that in all cases of termination, the sections of the ISA Agreement relating to our Nominee Company and custody will continue in effect whilst your money and/or Investments remain in our possession.

58. [Cancellation rights]

58.1 [For new ISA Applications only:]

58.1.1 In addition to your rights under section 31 (Cancellation rights) of the Terms and Conditions for Investment Management and Dealing Services, you have the right to withdraw any offer which you make to us to subscribe/apply for a Stocks and Shares ISA. To exercise that right you must, within 7 days after the date upon which you send to us the Stocks and Shares ISA Application Form, send to us written notice of your wish to withdraw. However, this right to withdraw will not apply if at the date of your Stocks and Shares ISA Application Form we are acting as your Investment Manager (either as a discretionary managed customer or advisory investment managed customer as agreed between us), or if in the previous tax year you entered into an ISA with us on substantially the same terms as the ISA to which this Agreement relates.
58.2  [For ISA Transfers only:]  

58.2.1 In addition to your cancellation rights, (Cancellation rights), you have the right to withdraw any offer which you make to us to transfer your Cash ISAs, Stocks and Shares ISAs and Innovative Finance ISAs as applicable. To exercise that right, you must, within 7 days after the date upon which you send to us the applicable Transfer Form, send to us written notice of your wish to withdraw. However, this right to withdraw will not apply if at the date of your Transfer Form, we are acting as your Investment Manager (either as a discretionary managed customer or advisory investment managed customer as agreed between us).

58.3 Any notice of withdrawal should be made in writing to: [ISA Department, Investec Wealth & Investment, The Plaza, 100 Old Hall Street, Liverpool, L3 9AB].
If you use our Internet Valuation Facility, hosted via our website these sections 59 - 62 will apply.

59. [Username and password]

59.1 If you wish to use the Internet Facility then you will need to request a Username and Password from us. You will need to provide the Username and Password each time you wish to use the Internet Facility.

59.2 In relation to the Username and Password you acknowledge and undertake that:

(a) you will be responsible for the confidentiality and use of your Username and Password;

(b) other than with our prior written consent, you will not disclose your Username and Password to any other person for any purpose whatsoever; and

(c) you will immediately notify us if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your Username and Password.

59.3 If we believe that your Username and Password is being used without your knowledge by unauthorised persons, we may without prior notice suspend your rights to use the Internet Facility. Further, if we believe that you have supplied your Username and Password to other persons in breach of section 59.2 of this Schedule, then we may terminate the Internet Valuation Facility accordingly.
60. [Data]

60.1 We will provide you with such market data and information (‘Data’) through the Internet Facility as we may determine from time to time. Data is obtained from both our systems and that of third party data providers, which we believe to be reliable but may be subject to change without notice. You acknowledge and agree that:

(a) we do not independently verify and have no responsibility whatsoever for the content or accuracy of the Data and we give no promise or assurance of any kind:

(i) as to the accuracy or completeness of any Data or as to the suitability of any Data for any purpose intended by you; or

(ii) that the third party provider has the right and entitlement to provide the Data; and we shall have no liability for losses, costs, liabilities or expenses (including, without limitation, any loss of profit) which may arise directly or indirectly from use of or supply of Data or for any infringement of any third party intellectual property rights by reason of the provision of Data;

(b) no Data is to be interpreted as constituting any sort of advice or recommendation by us that any Investment referred to therein is suitable for you;

(c) all Data is either our own property or the property of third party data providers and is protected by copyright and other intellectual property laws. It may be displayed, re-formatted, stored or printed for your personal non-commercial use only. You agree not to
reproduce, re-transmit or distribute Data to anyone without our prior written consent (and, where relevant, the prior written consent of the relevant data provider) and undertake that you will not sell or supply Data to any third party; and

(d) you may print copies of any item in hard copy for your personal use or for use by others within your organisation. You may also download any item to a local hard disc provided it is for your personal use or access by others within your organisation.

61. [Liability]

61.1 You acknowledge that the operation of the Internet Facility is dependent upon computer and communication systems and software which may be susceptible to malfunction, unauthorised access, failure or interruption beyond the control of ourselves and that the Internet is not a completely reliable transmission medium and you agree that we shall have no liability and shall not be responsible for any failure to provide the Internet Facility on the occurrence of a Force Majeure event (as set out in section 35 (Force Majeure) of the Terms and Conditions) and in such circumstances, any obligation we may have to supply or continue to supply the Internet Facility shall be suspended pending resolution of the event or state of affairs in question.

62. [Copyright notice]

62.1 The contents of the pages comprising the Internet Valuation Facility are © Investec Wealth & Investment. Reproduction is only permitted in accordance with the terms of the Internet Valuation Facility.
“[Act]” means the Financial Services and Markets Act 2000, as amended;

“[Adviser agreed remuneration]” means a charge agreed between you and your financial adviser for providing you with advice about the investment management and dealing services we provide.

“[Agreement]” is made up of, where applicable:

(a) These Terms and Conditions for Investment Management and Dealing Services.

(b) The Client Agreement for the relevant service agreed between us.

(c) Our Rate Card which details our charges.

(d) The Commencement Letter (for discretionary managed customers and advisory investment managed customers only).

(e) Any other document or letter for additional services as agreed between us which states in it that it forms part of our Agreement.

(f) Any other letter or document that we may provide to you under the FCA’s Conduct of Business Rules that is stated by us to constitute part of the Agreement in accordance with section 39 (Changes) of these Terms and Conditions.

“[Affiliate]” means a company within the Investec group, connected by ownership or legal structure;

“[Approved Bank]” is the bank or credit institution that we have appointed to hold your client money on our behalf and is also specifically defined in the FCA Handbook of rules and...
guidance. This definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Business Day]” a day (other than a Saturday or Sunday) on which banks are open for general business in London;

“[Commercial Settlement System]” means the place where transactions are settled, as defined in the FCA Client Asset Rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[CREST Settlement System]” means the place where transactions are settled, as defined in the FCA Client Asset Rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Delivery vs. Payment (DVP)]” A settlement procedure in which the buyer and the seller of a security agree that the seller will pay the buyer upon the security’s delivery to the seller;

“[FCA Client Asset Rules]” means the rules of Financial Conduct Authority (FCA) relating to the protection of client assets as defined in the FCA Handbook of rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Calls on partly paid stock]” means shares have not been paid for by their holders and the issuing firm has to make a ‘call’ for collecting the remaining amount;

“[Cash ISA Transfer Form]” means the Transfer Form signed by you in accordance with the ISA Regulations to transfer a Cash ISA to us;

“[Client Agreement]” means the agreement headed “Client Agreement” entered into between you and us where,
depending upon the service agreed between us, you are invited to set out your objectives and any limits on the type of transaction with which you may be involved;

“[Client Money Bank Account]” means the account at an Approved Bank of CRD Credit Institution that contains Client Money in accordance with the FCA Handbook of rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Client Money]” means money that belongs to our clients and is segregated from our own firms money in accordance with the FCA’s rules relating to Client Money under the FCA’s Client Assets Sourcebook, as defined in the FCA Handbook of rules and guidance. The rules ensure a clear separation between money that belongs to our customers and money that belongs to the firm as defined in the FCA Handbook of rules and guidance. This definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Commencement Letter]” means for discretionary managed customers and advisory investment managed customers, the letter sent to you by us confirming your initial cash position and portfolio composition and which sets out the date upon which this Agreement comes into force and we shall begin to manage or advise upon your assets;

“[CRD Credit Institution]” means as defined in the FCA Handbook of rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk); broadly this means a institution providing credit and deposits.

“[Custodian]” means the appointed firm responsible for safekeeping of our clients assets on our behalf, as defined in the FCA Handbook of rules and guidance. Such definition is
available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Custody Assets]” means an asset that is held by us on a clients behalf, as defined in the FCA Handbook of rules and guidance. Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Designated Investment Business]” means specified investment activities which is carried on by way of business and is defined in the FCA Handbook of rules and guidance. A full definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[FCA]” means the Financial Conduct Authority or any successor organisation;

“[FCA Rules]” means the FCA Handbook of rules and guidance;

“[FCA’s Conduct of Business Rules]” means the Conduct of Business Rules issued by the FCA from time to time, pursuant to the Act;

“[FCSC Compensation Scheme]” means the UK’s statutory compensation scheme for customers of authorised financial services firms. This means that FSCS can pay compensation if a firm is unable, or likely to be unable, to pay claims against it.

“[Financial adviser]” an ‘adviser’ appointed by you to advise and act on your behalf, who is authorised by the FCA, or a member of a Designated Professional Body and is not connected with these.
“[Free Money]” means cash held by us on your behalf and not held as part of accrued dividend and other income, or for the settlement of immediate transactions. Cash receipts become Free Money on the day that they are applied to your account; sale proceeds become Free Money on the settlement date;

“[Investment]” means any investment that falls within the regulatory regime established under the Act for which we are authorised by the FCA to conduct investment business in;

“[Investment Exchange]” means any dealing exchange recognised, designated or prescribed by the FCA, as amended from time to time;

“[ISA]” means an Individual Savings Account, as defined by the ISA Regulations and subscribed to, by you;

“[ISA Agreement]” means:

(a) These Terms and Conditions for Investment Management and Dealing Services;

(b) The Client Agreement Form for the relevant service agreed between us;

(c) The relevant section of our rate card, relating to charges;

(d) Where applicable, the Commencement Letter (for discretionary managed customers and managed investment advisory customers only);

(e) Either the Stocks and Shares ISA Application Form, Stocks and Shares ISA Transfer Form as applicable;

(f) Any other letter or document that we may provide to you under the FCA’s Conduct of Business Rules that is stated by us to constitute part of the Agreement.

“[ISA Manager]” means Investec Wealth & Investment;

“[ISA Regulations]” means the Individual Savings Account
Regulations 1998, as directed by HM Treasury and as amended from time to time;

“[Market Information]” means any news, information or educational materials provided by us;

“Means of Distance Communication” means the entering into our Agreement without visiting any of our offices or having a meeting with any of our employees or agents (“staff”), as defined in The Financial Services (Distance Marketing) Regulations 2004, as amended from time to time;

“[Nominated Person]” means any person listed in the appropriate section of the Client Agreement or notified to us in accordance with Section 32 of these Terms and Conditions as being nominated to issue instructions to us on your behalf;

“[Nominee Company]” means one of Rensburg Client Nominees Limited, (incorporated in England under number 2020824); Ferlim Nominees Limited, (incorporated in England under number 01022478); Hero Nominees Limited, or such other entity as we may nominate from time to time. For overseas securities, this means any authorised depository with whom we lodge the securities in the name of ‘our nominee company’, or the company if required;

“[Options Agreement]” means the Terms of Business for Options clients which is made up of:

- Terms and Conditions for Investment Management Services.
- Terms and Conditions for Options, Futures and Contracts for Difference.
- The Client Agreement signed by you.
[Definitions]

[Investment Management]

- **Client Agreement** for Options, Futures and Contracts for Difference.
- The relevant section of our Option Service brochure, relating to charges.
- The **Commencement Letter** if applicable.
- Any other letter or document we may provide to you under the **FCA’s Conduct of Business Rules** that is stated by us to constitute part of the **Options Agreement**.

“**Panel Rules**” means the rules issued by the Panel of Takeovers and Mergers, as amended from time to time;

“**Professional Client**” means a client that has been categorised as being treated as such in line with the criteria in the **FCA Handbook of rules and guidance.** Clients will be informed in writing separately if **IW&I** will treat them as such. A full definition is available from us on request or can be found on the **FCA’s website** (www.fca.gov.uk);

“**Registered office**” means our registered office which may change from time to time, which is currently 2 Gresham Street, London EC2V 7QP;

“**Retail Client**” means a client who is neither a **Professional Client** or an Eligible Counterparty as defined in the **FCA Handbook of rules and guidance.** Such definition is available from us on request, can be found on the **FCA’s website** (www.fca.gov.uk);

“**Retail Investment Products**” means as defined in the **FCA Handbook of rules and guidance.** These include the following investments:

(a) a life policy; or

(b) a unit; or
(c) a stakeholder pension scheme (including a group stakeholder pension scheme); or
(d) a personal pension scheme (including a group personal pension scheme); or
(e) an interest in an investment trust savings scheme; or
(f) a security in an investment trust; or
(g) any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset; or
(h) a structured capital-at-risk product;

Such definition is available from us on request or can be found on the FCA’s website (www.fca.gov.uk);

“[Rights Issues]” means an issue of rights to a company’s existing shareholders that entitles them to buy additional shares directly from the company in proportion to their existing holdings, within a fixed time period.

“[IW&I]” means Investec Wealth & Investment, incorporated in England under number 2122340, authorised and regulated by the Financial Conduct Authority. A member firm of the London Stock Exchange;

“[Standard Settlement]” means the number of days between the date that the trade is executed and the date that the proceeds or assets are settled or made to the buyer/seller as standard, which directly relates to the terms of the Commercial Settlement System, venue or exchange that the transaction is made upon or within;

“[Script Dividends]” means an issue of additional shares to shareholders in proportion to the shares already held;
“[Stocks and Shares ISA Application Form]” means the Application Form signed by you in accordance with the ISA Regulations to subscribe to a Stocks and Shares ISA;

“[Stocks and Shares ISA Transfer Form]” means the Transfer Form signed by you in accordance with the ISA Regulations to transfer a Stocks and Shares ISA to us;

“[Taxation]” means all forms of taxation whether of the UK or elsewhere in the world wherever imposed and all statutory, governmental, state, provincial, local government or municipal impositions, duties and levies and all penalties, charges, costs and interest relating thereto;

“[Taxes]” means taxes, duties, imposts and fiscal charges of any nature, whether of the UK or elsewhere in the world, including value added taxes and stamp and other documentary taxes;

“[Terms and Conditions]” means these Terms and Conditions as from time to time modified or amended;

“[Terms and Conditions for Investment Management and Dealing Services]” means sections 5 to 49 of these Terms and Conditions;

“[The Manager]” means in the case of ISAs, the ISA Manager which is Investec Wealth & Investment Limited or in the case of non ISA clauses, the external manager who investment manages or administers and prices a collective or fund type asset;

“[The Regulations]” in the case of ISAs refers to the ISA Regulations;

“[Transfer Form]” means an official form or forms that are required to effect the registration of an asset from the current name of the holder to another name, for example, to a
nominee, Trust or other connected person in accordance with the client instructions and pertaining to all relevant regulatory and lawful purpose;

“[UK]” means United Kingdom, which is made up of England, Wales, Scotland and Northern Ireland.
Overview

Investec Wealth & Investment group consists of five regulated entities:

- Investec Wealth & Investment Limited (IW&I);
- Investec Wealth & Investment Trustees Limited (IWITL);
- Williams de Broe Limited (WDB);
- Williams de Broe Private Investment Management Limited (WDBPIM);
- IWI Fund Management Ltd (IWIFM);

Appropriate controls are in place to manage conflict of interest between the above parties.

IW&I, IWITL, WDB, WDBPIM, and IWIFM are wholly owned subsidiaries of Investec Bank plc. The business of the Investec Wealth & Investment group is managed independently of Investec Bank plc having autonomy over its affairs and the Investec Group management does not believe that this relationship creates a material conflict of interest.

The main business of IW&I, WDB and WDBPIM is to manage the investments of and advise private investors trusts, charities and small pension funds. In addition IW&I provides financial planning services including Inheritance Tax planning, management of a Venture Capital Trust and is the administrator for Self Invested Pension Plans.

IWITL is the trustee of the Investec Wealth & Investment SIPP, providing self invested personal pension schemes for clients.

IWIFM is the Authorised Corporate Director (ACD) of the IWI Funds ICVC (an open-ended investment company (‘OEIC’)), authorised and regulated by the FCA. It has an umbrella structure with eleven subfunds, each investing in different
market sectors. It also acts as manager for one other unit trust (The Mishka Fund).

The following activities and services are not undertaken within the Investec Wealth & Investment Group:

- Corporate finance;
- Finance arrangements (other than exceptional high net worth loans);
- Market maker; or
- Proprietary trading (except as required for error correction).

Therefore the Investec Wealth & Investment Group does not have the potential conflicts of interest that arise from such services and activities.

[Regulation]

Under 10.1.10 of the Senior Management Arrangements, Systems and Controls ("SYSC") FCA Handbook rules we are required to establish, implement and maintain an effective conflicts of interest policy encompassing the firm. The policy should be relevant to the size and complexity of the firm.

This policy details the material conflicts that have been identified and the procedures and measures adopted to manage these conflicts.

In the context of the FCA rules, conflicts of interest are those that arise when the firm is carrying on regulated activities or ancillary services between:

- The firm and a client; or
- A client and another client
Types of conflicts of interest outlined in SYSC are:

- Will the firm make a financial gain, or avoid a financial loss, at the expense of the client?;
- Will the firm have an interest in the outcome of a service provided to the client, or a transaction carried out on behalf of the client, which is distinct from the client’s interests in that outcome?;
- Will the firm have a financial or other incentive to favour the interest of another client or group of clients over the interests of the client?;
- Will the firm carry on the same business as the client?;
- Will the firm receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service?

[Identification, Recording and Managing of Conflicts]

The firm incorporates procedures for:

- Identification of conflicts in accordance with SYSC 10.1.3;
- Recording of conflicts in accordance with SYSC 10.1.6; and
- Managing of conflicts in accordance with SYSC 10.1.7.

The material conflicts identified and managed are highlighted in the section below.
[Material Conflicts]
The material conflicts identified and the arrangements in place to manage those conflicts are included in the table below:

<table>
<thead>
<tr>
<th>[Material Conflicts]</th>
<th>[Procedures and Measures]</th>
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</thead>
<tbody>
<tr>
<td>Internal advisers or those that manage on a discretionary or advisory basis may unfairly favour recommendations or decisions of products or investments provided from within the Investec Group rather than choosing/selecting products from external providers. This could be perceived to be inappropriate unless done for the benefit of the client.</td>
<td>There is a process in place to determine which products should be placed on panel from which internal advisers select. Any products selected that have not undergone panel selection must satisfy appropriate due diligence requirements. In relation to investment management, a approved list of recommended products is created by the <strong>IW&amp;I Collectives Committee</strong> established to review products in the market. Products within the Investec Group will only appear on this list if the performance is comparable to products of our peer group.</td>
</tr>
</tbody>
</table>
### Material Conflicts

There is a risk that we may trade in Investec shares in order to increase revenues or share price for the Group. In addition we will at times be invited to participate in voting that relates to Investec shares and there is a risk that may act in such a manner which is not in the clients’ best interest.

### Procedures and Measures

There are effective Chinese walls in place between the Investec Group and its subsidiary companies which should not affect the ability of IW&I to advise on Investec shares or affect the way in which we vote. We will only vote when required to do so or it is clearly in the clients’ best interests to do so and if a conflict does arise we may abstain from voting. In some cases, we may not be able to advise on or use our discretion to transact shares in companies in which the Investec concert party (of which IW&I is a member) hold close to 30% of the issued share capital.

Advisers within the company may decide to refer clients internally for other services provided by the Investec Group. There is a risk that this could be detrimental to the client if the services are better provided externally to the group.

Advisers must consider whether the service being provided is suitable and meets the required standards and criteria. Factors considered include service quality and charging structure. Independent advisers are required to undertake a fair and unbiased analysis of the whole market before making an investment recommendation into a retail investment product.
<table>
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<th><strong>[Material Conflicts]</strong></th>
<th><strong>[Procedures and Measures]</strong></th>
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</thead>
<tbody>
<tr>
<td>Investment Managers and Advisers may be incentivised to sell a product or service when it may not be suitable or appropriate as they will personally benefit from this.</td>
<td>Investment Managers and Advisers must ensure all products and services are suitable and are subject to regular monitoring.</td>
</tr>
<tr>
<td>Remuneration packages are linked to performance and those responsible for managing assets could be motivated toward achieving results and result in disadvantaging the client by either taking inappropriate decisions or risks on the clients investments.</td>
<td>There are processes and procedures in place to ensure that clients’ portfolios are managed appropriately. This includes suitability monitoring, compliance measurements and transparency in reporting. The remuneration committee considers the compliance results of investment managers and the results are incorporated into the assessment of remuneration.</td>
</tr>
<tr>
<td>Remuneration packages are linked to local office performance and therefore independent Financial Planners could recommend products/plans where other services such as Investment Management are also recommended meaning they could ultimately personally benefit, rather than recommend other more suitable plans</td>
<td>There are processes and procedures in place to ensure that recommendations made to clients are based on an analysis of the whole market and are suitable, these include pre-sale peer review and monitoring.</td>
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</table>
## Conflicts Policy

### Material Conflicts

<table>
<thead>
<tr>
<th>Material Conflicts</th>
<th>Procedures and Measures</th>
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</thead>
<tbody>
<tr>
<td>Not all clients are on a fee based arrangement meaning that the firm may benefit at</td>
<td>As part of the on boarding process of new clients our Investment Managers will assess</td>
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<tr>
<td>the expense of clients as income is created via trades rather than by portfolio</td>
<td>which rate card is most appropriate for the client and we will apply that rate accordingly. In</td>
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<tr>
<td>performance.</td>
<td>addition independent monitoring is performed in relation to over trading.</td>
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<tr>
<td>Employees of the Investec Wealth &amp; Investment Group may receive or provide gifts,</td>
<td>A Gifts and Inducement Policy is in place to which employees are required to adhere. A Gifts</td>
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<tr>
<td>hospitality or benefits from outside of the Investec Group. There is a risk that</td>
<td>Register is maintained that is periodically reviewed by compliance.</td>
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<td>these may influence the behaviour of the employee or the firm to the detriment of</td>
<td></td>
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<tr>
<td>clients or the Group.</td>
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<table>
<thead>
<tr>
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<th>Procedures and Measures</th>
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<tbody>
<tr>
<td>Investec Wealth &amp; Investment Group employees may undertake personal account dealing. There is a risk that the timing of personal deals could benefit employees to the detriment of clients or employees spend excessive time undertaking personal dealing to the detriment of clients.</td>
<td>A Personal Account Dealing Policy is in place and employment terms and conditions require adherence to documented procedures. This procedure includes pre-notification of the deal, limits are set as to the level and frequency of dealing that can take place, transparency exists as the default requirement is to have internal accounts. Also, annual training and notification requirements are in place. When insufficient liquidity exists client orders will be prioritised ahead of IW&amp;I employees’ transactions.</td>
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<tr>
<td><strong>IW&amp;I</strong> Group employees may act for close friends who do not fall under personal account dealing rules where by such friends could benefit to the detriment of other clients.</td>
<td>All deal executions are carried out by a separate dealing desk where they are largely aggregated for execution. An order allocation process is in place and monitoring of deals takes place. Where these are known these are flagged for review. All deal executions are also subject to best execution monitoring on a sample basis so that any outliers would be detected.</td>
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<tr>
<td>Material Conflicts</td>
<td>Procedures and Measures</td>
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<tr>
<td>Investec Wealth &amp; Investment Group employees may act in more than one capacity for clients or the firm. This could mean that they act in a way that may be beneficial to the firm’s revenues at the expense of the client’s interests.</td>
<td>Employment terms and conditions require an employee to disclose all business interests. These activities must not interfere or conflict with the duties of IW&amp;I employees. A record of potentially conflicting duties is maintained centrally to ensure that appropriate procedures are in place to manage such occurrences. The employee must make it clear that they act in a personal capacity and not under the auspices of IW&amp;I. The investment manager must consider any conflicts as individual issues arise within the additional capacity.</td>
</tr>
</tbody>
</table>
### Material Conflicts

Employees may have clients but also operate in other key functions within **IW&I** such as in a Dealing Function or the Research Department. For those individuals working on the dealing desk there is a risk that a dealer may prioritise their own clients’ trades to the detriment of other clients. For individuals in the research function there is a risk that they act on the research they produce before giving other Investment Manager’s time to act on this to the detriment of their clients.

The communication of research may be such that some areas receive it prior to others resulting in some clients being benefitted potentially to the detriment of others.

### Procedures and Measures

Where dealer's who have clients receive instructions to deal for their client's they must pass the deal onto another person on the dealing desk. For those in a research function with clients they must ensure that they give other Investment Manager's sufficient time to act on the research they produce before dealing for their own clients.

The best execution policy requires that the investment decision time is recorded. This allows assessment of whether best execution is achieved for the client.
### Material Conflicts

The investment manager may suppress and not report all complaints.

### Procedures and Measures

We have procedures and policies in place to ensure complaints are escalated accordingly. Training is provided to all relevant staff in relation to our procedures. In addition, sample monitoring of telephone calls and files also takes place.
[Annex 2]

[Best Execution Policy]

[General Information]

The intention of this document is to set out our understanding of the obligations regarding Best Execution under Markets in Financial Instruments Directive ("MiFID") and to explain how we intend to fulfil these obligations.

The core of our Best Execution policy is to ensure that all our clients are treated fairly. This means that the same procedures and safeguards will be in place for all of our clients, irrespective of the type of service that they receive from us, or their client categorisation.

Investec Wealth & Investment ("IW&I") has made a commitment that we will not carry out principal business (i.e. dealing for our own account) apart from in exceptional circumstances (such as correcting an error). Thus, we do not have any conflict of interest with any of our clients’ dealings.

IW&I is a member of various exchanges: London Stock Exchange, ICAP Securities & Derivatives Exchange (previously Plus markets) and ICE Futures Europe. We have access to other exchanges through our market counterparties. Wherever possible, transactions will be carried out and reported on a regulated market ("on-market"); however certain transactions (for example some Bonds) cannot always be conducted “on-market”. In some cases where a Bond or Gilt is also listed on-market we will use the price as reference and when necessary will trade “on-market” or “off-market”.

Transactions that are carried out off-market when they are normally carried out on-market will require prior express consent from the client. In some circumstances and, when acting in your best interest, we may carry out transactions off-market.
By signing our agreement, you expressly consent to us carrying out off-market transactions on your behalf.

Best Execution does not apply to spot currency transactions.

Most currency trades and commodities are normally transacted in a highly liquid environment but trades are not published.

[Execution Venues]

Below is the list of Venues upon which we place significant reliance. We reserve the right to use other Execution Venues where we deem appropriate in accordance with our order execution policy and may add or remove any Execution Venues from this list. We will regularly assess the Execution Venues available in respect of any Financial Instruments that we trade to identify those that will enable us, on a consistent basis, to obtain the best possible result when executing orders. We reserve the right to trade on an Execution Venue not listed where we deem appropriate to satisfy the execution of a particular order or instrument.

- Members of the London Stock Exchange
- Members of the ICAP Securities & Derivatives Exchange (formally PLUS Markets)
- Member firms of the International Capital Market Association (ICMA)
- Members of ICE Futures Europe
- Members of overseas stock exchanges

A list is available upon request of active counterparties and they are reviewed on a regular basis, in addition to whenever a material change occurs, to ensure that we obtain the best possible result on a consistent basis.
[Best Execution/Best Possible Result]

There is no formal definition of Best Execution but it refers to an obligation to transact deals on the appropriate terms for our clients.

We “…must take all reasonable steps to obtain the best possible result, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order”. Source MiFID Article 21.1.

We refer to this obligation as the “Best Possible Result”.

All of our clients, irrespective of their client categorisation, receive the highest obligation of Best Execution coverage.

Guidelines have been established for IW&I dealers so that in each class of security there is a procedure for achieving and recording Best Execution. In most equity markets, trade information is publicly available on electronic providers such as Factset, Bloomberg and Reuters; in other markets where there is no publicly available trade data, the IW&I dealers will have access to details on how Best Execution has been achieved.

When the dealing desk receives an order, it will prioritise the relevant factors in considering and achieving the Best Possible Result, including any specific client instructions (e.g. price limit); relevant factors could include the liquidity and volatility of the stock, width of the buy/sell spread and accessible markets and dealing platforms. Examples where different relevant factors would be considered by us are listed below. These are applied on a consistent basis and, as such, Best Possible Result should be achieved.

a) An actively traded company e.g. listed within the FTSE 100 index – If an order is passed with no specific
instructions and in a size that could easily be traded the relevant factor to be considered will be the price.

b) A less active company with lower turnover of transactions – If an order is passed with no specific instructions then the most relevant factors to be considered will include price and size of the liquidity available.

c) Electronic Algorithmic Platform Trading – A number of factors are used to determine the best possible result for this type of order. It is normally a combination of speed, likelihood of execution, cost, size and price.

d) A fixed interest security with an active secondary market e.g. UK Government security – The factors considered would normally focus on price and in some instances size of the transaction.

IW&I accepts full responsibility to achieve Best Execution on all eligible orders; however, if specific instructions are provided by the client and IW&I agrees to act on these, then our obligation to achieve Best Execution is met by acting in accordance with those specific instructions.

Best Possible Result can still be satisfied if IW&I aggregates several client orders into one larger order.

[Equities – UK]

IW&I dealers use a range of methods to execute a UK equity order:

(a) Telephone negotiation. The dealers speak to market makers or other broker members of the London Stock Exchange.

(b) Electronic order books. The principal ones are SETS and SETSmm, both set up by the London Stock Exchange to
provide anonymous order books in all but the smallest UK shares.

(c) Retail Service Providers (“RSPs”). RSPs are market makers who enable us to deal with them electronically.

(d) Agency crosses. This is when IW&I match a buyer and seller in-house and the deal is struck at a mutually agreeable price to both parties.

(e) Electronic Algorithmic Platforms. These provide access to various market venues and crossing networks.

Orders passed electronically in UK equities to the dealing desk that fit certain criteria can be transacted through our “Auto Execution” facility; they are then traded automatically and instantly via an RSP who is willing to accept the trade. The transaction will be covered by the usual Best Execution obligations.

[Equities – Non-UK]

There are extra considerations when dealing in non-UK equities. IW&I is not currently a member of any non-UK exchanges; our obligations of Best Execution are shared with our market counterparties who transact on our behalf in non-UK markets. In order to achieve Best Possible Result, we must also take into account any local execution charges (commission, stamp duty etc) that will be included in the final price to the client.

[Bonds – Gilts, Eurobonds etc]

Bonds include Government bonds (e.g. Gilts), Eurobonds, Floating rate notes (FRN), Zero coupon bonds and other similar debt structures. Most of these instruments cannot be transacted on-market and in these cases we will continue to operate on your behalf off-market. Some Gilts and Bonds are now also
tradable on the London Stock Exchange and we will use the price as reference and when necessary trade on-market or off-market.

Prices in the most actively traded bonds are available on information providers such as Bloomberg. In many instances, trades can then be effected by a direct electronic link to the best price from all the contributing market makers with which **IW&I** has a relationship. In some circumstances, dealing prices will be negotiated with market makers with additional reference to any available electronically displayed prices.

Liquidity varies between different bonds: for some bonds, there may only be one market maker and situations such as this might limit our ability to deal on a narrow buy/sell price spread. Because there is usually no permanent historical record of intraday price quotations of bonds, **IW&I** dealers will endeavour to retrieve records of bond prices from sources available.

**[Unit Trusts & Mutual Funds]**

Unit trusts/mutual funds are normally traded directly with the manager at a fixed price on any given dealing day; these prices are usually available in financial sections of newspapers or on the managers own website.

**[Traded Options and Futures]**

Options are a highly specialist area and an additional risk warning must also be signed before any transaction is entered into. Traded options are listed, traded and reportable on exchanges such as ICE Futures Europe and the obligations for Best Execution will continue to be applied. Options listed on ICE Futures Europe will be executed either directly on exchange, with a market maker or passed to another member firm to act on our behalf if we believe that this will achieve the Best Possible Result.
For options not listed on ICE Futures Europe we will use the services of a regulated executing broker, who are also obliged to achieve the Best Possible Result.

[Over the Counter Derivatives (OTC) – e.g. Currency Options]

OTC transactions are by definition not transacted on-market and are generally limited to only one liquidity provider. The pricing of OTC instruments are difficult to demonstrate if the liquidity provider chooses not to display the price in the public arena and therefore the Best Possible Result can only be achieved with limited supporting evidence. In some cases, using a single liquidity provider may be the only way to execute an order and hence trading at that provider’s price may be the only way to comply with the client’s instruction.

[Money Market Instruments e.g. Certificates of Deposit]

These instruments cannot be transacted on-market and we will continue to operate on your behalf off-market.

[Other Instruments/Securities]

On rare occasions, we will be required to trade in an instrument not covered by the above categories: any trade could be restricted to a limited number of liquidity providers that IW&I has connections with. IW&I will assume that Best Execution was achieved by reference to the prices provided by those liquidity providers and any relevant market display providers.
[Annex 2]
[Best Execution Policy]

[Limits]
Limits passed by clients will be accepted on a reasonable endeavours basis. The contract note for the trade will disclose that a client’s limit was passed. Any client limit will normally only be accepted until the end of the trading period for the day it was passed.

[Timely Executions]
To achieve timely execution, once IW&I has agreed, or decided in its discretion to execute a client order, it must do so as soon as reasonably practicable, unless IW&I has taken reasonable steps to ensure that postponing the execution of a client order is in the best interests of the client.

[In-house Crosses (Agency crosses)]
Crosses of UK listed stock between two clients at a mutually agreeable price will be deemed to have taken place on-market. Crosses of non-UK stock between two clients at a mutually agreeable price will be deemed to have taken place off-market.

[Allocation]
IW&I will usually allocate on a pro rata basis any partially completed orders that are received from different clients in the same stock; if this allocation would result in uneconomic or unsuitable holdings for the clients concerned, we may allocate other than on a pro rata basis. In every instance that an allocation other than pro rata is used then IW&I must take reasonable steps to ensure that any allocation is in the best interest of all clients concerned.
[Order Priority]
Client orders will normally be executed in the same order as they were received except where there are special conditions such as price limits or limited liquidity: such conditions might require extra time to ensure achievement of Best Possible Result. Orders that are tradable under the Auto Execution facility will normally be executed immediately, even though the dealers may already be working orders in the same stocks. It is deemed acceptable to treat these trades separately and therefore Auto Executions do not need to be averaged with any other orders.

[Time of Execution]
Any execution time shown on the contract note will be stated as UK time. If the order is completed in a series of transactions and shown on the contract note as an averaged price there is no requirement to disclose the execution times. Trade times for an averaged price transaction are available upon request.

[System Failures]
In the unlikely event of system failure, clients who contact IW&I during this time to pass deal instructions will be informed; any instructions received will be accepted on the basis that they will be executed once the relevant system has been restored.

[Policy Review]
IW&I will review its Best Execution Policy either annually or whenever there is a material change that affects IW&I’s ability to continue to obtain the best possible result for the execution of client orders on a consistent basis via the execution venues used by IW&I.
If you are unsure about dealing in any specific investment you should obtain appropriate advice from an appropriately qualified advisor

1. Investing in the type of securities traded on stock exchanges will mean that the value of the assets, and the income received from them, may go down as well as up and you may not get back all the money invested. There are six main reasons why this might happen:

1.1 the actual or perceived financial standing and trading well-being of the organisation involved may change;

1.2 the investments themselves are subject to the laws of supply and demand and are capable of significant price movements irrespective of market and corporate factors. Such movements could be a reflection of the company size, marketability and liquidity;

1.3 the stock market itself is capable of large movements due to economic, political and other factors;

1.4 fixed interest investments are subject to the above factors and values are particularly affected by actual or expected changes in levels of interest rates. If they are purchased above their ultimate redemption price, a capital loss will be incurred if held to redemption;

1.5 investments may be denominated in a currency other than your base reference currency. Where an investment is denominated in a different currency you are exposed to fluctuations in the exchange rate of that currency as well as to the movement in the price of the investment itself. Changes in the exchange rate can cause the overall value of an investment to fall as well as to rise;
1.6 the tax treatment of any investment is determined by the specific circumstances of each client. Taxation may change during the lifetime of an investment. This may result in unanticipated tax liabilities. You should take tax advice in order to be aware of the potential liabilities before making an investment. If your circumstances change or you are uncertain of how an investment might affect your own tax position you should seek professional advice.

2. Assessing the relative risk of any of the factors referred to above is highly subjective and can change over time in response to specific events or revised social or economic forecasts. It is not possible to lay down precise guidelines for the measurement of risk or the potential impact, whether positive or negative, upon an investment portfolio.

3. The services provided to you under this Agreement may have additional risks related to their special features for the operations to be executed or their price may depend on or fluctuate in financial markets outside our control. Past performance is no indication of future performance and prices may go down as well as up.

4. The following summary is general in nature and not exhaustive in its coverage. You may or may not deal in some of the instruments listed below.

4.1 Equities

4.2 Equities are units of ownership in individual companies. By investing in equities clients will participate in the economic success or failure of the company. As a consequence a company's shares may fall as well as rise. Volatility in equities markets can change quickly and does
not necessarily follow historical trends. If a company becomes insolvent the value of its equities will also fall, potentially to the point where it has no value at all. Long-term returns from equities will come from a combination of capital growth and dividend payments.

4.3 Equity Funds

4.3.1 The risks of investing directly in equities may be spread by investing in diversified investment vehicles such as equity funds. These come in a wide variety of forms which follow a variety of investment strategies and are also subject to very different styles and qualities of regulation. It is also possible that The Manager of fund may change at any time.

4.3.2 The pricing of open-ended funds will be calculated according the net asset value. Large funds may become too diverse to outperform and behave similarly to their underlying indices, while the performance of smaller funds may fluctuate with flows of money in and out of the fund.

4.3.3 There are additional risks with investment trusts and other closed-ended funds. The share prices of these should not be expected to reflect the exact net asset value but should be expected to trade at a discount or premium to this dependent upon supply and demand and other factors. This premium/discount will move on a day to day basis, meaning that you may sell at a loss even if the value of the assets has risen or that you may be required to pay a premium to net assets when purchasing shares.
4.3.4 Investment trusts may utilize gearing (i.e. borrowing) to enhance performance. This may also result in any or all of the following occurring:

(a) movements in the price of the investment trust may become more volatile than the movements in the price of the underlying investments;

(b) the investment trust could be subject to sudden and large falls in value;

(c) the return of a significantly reduced amount, or in a worst case none of your capital, if there is a sufficiently large fall in the value of the investment.

5. Bonds and fixed-income securities

5.1 Bonds tend to provide a lower but more predictable overall return than equities. The interest payable on these may be fixed or variable, the former providing a greater surety of return. Bonds are issued by both governments (sovereign debt) and by companies (corporate debt).

5.2 The return from a fixed income bond is dependent upon the rate of interest paid and the price paid for that bond.

5.3 The market prices of bonds with different credit ratings may behave in different ways as the assessment of the economic cycle changes.

5.4 The most significant determinants of the value of a fixed interest bond in the market are the financial position of the issuer and changes in the interest rate environment. In the shorter term, the market price of fixed income stocks will change in accordance with the market's anticipation of moves in interest base rates and the likely future course of inflation.
6. Index Linked Securities
We may also invest from time to time into index linked stocks. Both the interest paid by these stocks and the sum received on redemption are linked to inflation, unlike conventional fixed income stocks where both are fixed.

7. Bond Funds
We may choose to invest into bond funds, rather than into specific fixed income stocks. This may be for a number of reasons including diversification, income objectives and a desire to invest into bonds denominated in a currency other than sterling. Both the value of the units in a bond fund and the income received from it may fluctuate.

8. Foreign Currencies
If you deal in investments priced in foreign currencies (foreign currency denominated investments) this involves you entering into a related foreign exchange transaction in connection with the purchase or sale of the investment concerned. This involves the risk that a change in the rates of exchange between currencies may cause your investment, or the income from it, to go down or up beyond that of expected market fluctuations.

9. Smaller Companies
We may also advise on investments in or execute transactions in smaller companies, including penny shares. There is an extra risk of losing money when shares are bought in smaller companies including penny shares. There is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up.
10. Non-Readily Realisable Investments

10.1 We may enter into transactions on your behalf in investments that are not readily realisable. These are investments in which the market is limited or could become so; they can be difficult to deal in or obtain reliable information about their value. Please advise us if you do not wish us to deal for you or advise you in respect of such investments.

10.2 You should also be aware that there are certain investments which either do not have a regular dealing date, only deal on certain dates (for example, quarterly) or may have a minimum holding period. Please advise us if you do not wish us to deal for you or advise you in respect of such investments.

10.3 We may recommend a transaction or may deal for you in circumstances where the transaction or deal is not regulated by the rules of any stock exchange or Investment Exchange. Please inform us if you do not wish us to recommend or enter into such transactions for you.

11. Hedge Funds

11.1 Hedge funds are investments which employ a wide variety of trading strategies in order to produce returns. The strategies vary enormously from fund to fund and may include borrowing money in order to increase the gearing of investment, the use of derivatives to either increase or reduce risk and the short selling of securities. As a consequence the overall risk of each fund varies considerably.
11.2 In addition to risks arising from the strategies of hedge funds, there are also risks that arise from the regulatory environment in which the fund is based. Many hedge funds are domiciled in overseas locations where the style and quality of regulation differs from that in the UK. As a consequence, the funds may be subject to different disclosure requirements. This may result in funds being able to make changes in their strategy that have considerable impact upon the investor without necessarily disclosing them publicly.

11.3 Funds of hedge funds will usually have greater liquidity than their underlying holdings. However, management fees may be high and include a charge for performance above a predetermined level. These high charges may reduce reported performance and may lead the managers to seek higher returns than might otherwise have been expected. A large seller may also distort the price to the detriment of other unit holders.

11.4 Since a fund of funds buys many different funds which themselves invest in many different securities, it is possible for the fund of funds to own the same stock through several different funds and it can be difficult to keep track of the overall underlying holdings.

11.5 The fund's management team is often small and many hedge funds only offer infrequent liquidity, monthly being typical but six month lock-ups or even annual liquidity are not unusual.

11.6 The pricing of closed-ended funds of hedge funds is subject to market forces and may be at a premium or discount to the underlying net asset value. It is therefore possible that you realise a loss on the investment even
though the underlying assets have risen or that smaller falls in net asset value are magnified into substantial falls in share prices.

12. Private Equity and Private Equity Funds

Private equity funds hold investments that are not quoted on recognised exchanges. The valuation of these holdings may be highly subjective and may not reflect the price at which the investment is ultimately sold. Potential returns are dependent upon prices that have to be paid for acquisitions and those that are achievable when selling. There may be times when it is not possible for funds to sell investments at prices they believe to be acceptable. Private equity funds may also utilise high levels of gearing, which may increase the volatility of returns and may increase the risk of failure.

13. Commercial Property

If we invest in commercial property it will only be through funds or quoted equities. Closed-ended property funds may trade at a significant discount to underlying asset value, meaning that you may sell at a loss even if the value of the underlying assets rises. Open-ended funds are likely to underperform a rising market as they may receive a steady flow of cash for investment at ever high values, while the illiquidity of property means that funds may refuse redemptions for extended periods while cash is raised. This will mean that you may be locked into falling prices for many months.
14. Commodities and Precious Metals

Returns from commodities (including precious metals), either through funds or direct investment, should be expected to be highly volatile.

Commodities pay no income and are thus completely subject to patterns of buying and selling in the market. Factors that may influence these patterns are the global economic cycle, production patterns, shifts in the futures markets, currency movements, extreme weather and the performance of other assets, including equities and bonds.

15. Structured Products

15.1 Structured products is a general term to describe investments which provide exposure to a wide range of asset classes through a combination of financial instruments (typically including zero coupon bonds and/or derivatives) brought together to provide a single investment product. The nature of the financial instruments included in a structured product will depend upon the type of exposure being sought by investors.

15.2 A structured product should be considered as a term investment, where the expected returns will occur at or shortly before maturity. In the time before then, the price of the product may not reflect changes in the underlying assets and in certain cases will initially be more sensitive to changes in the price of the issuer's bonds. The market price of the structure will also be affected by rises and falls in volatility and by market interest rates.
15.3 One of the main risks when purchasing a structured product is the credit risk of the issuer. A zero coupon bond typically makes up much of the asset value of certain structured products and the price of this bond will vary according to the issuers' credit rating and market perceptions of its creditworthiness. The nature of the zero coupon bond may also mean that holders of capital guaranteed products may face losses if forced to sell before maturity of the structure and may be locked into low returns for the life of the product if the price of the underlying asset fails to perform as anticipated.

15.4 Holders of structured products may also lose if the issuer of the derivatives in the product were to default. The derivatives that make up a structure are very rarely actually purchased on the exchange. As a result, if the issuing counterparty were to default then the derivatives involved in the structure would effectively be written off and it is likely that the holder of the product would be considered to have no rights to these derivatives. Certain structured products are dependent upon the performance of an index or indices, so that a fall in the index or any of the indices below a pre-determined level may result in irrecoverable losses.

15.5 Buying structured products in the secondary market may also create a number of additional risks. Capital protection, where applicable, is only applicable to the price at launch and secondary purchases may therefore be liable to large potential losses. Certain products may no longer qualify for inclusion in ISA accounts.
15.6 The **Taxation** of structured products may be yet to be determined and it is possible that products that we believe to be liable to capital gains tax could in future be taxed as income or subject to further change.

15.7 You should be aware that the real value of any capital guarantee may be reduced by inflation.

15.8 Structured products are not suitable for investors with no capacity for loss.

16. **Structured Capital at Risk Products (SCARP)**

   16.1 SCARPs are typically products, other than a derivative, which provide an agreed level of income or growth over a specified investment period. We may purchase (for discretionary managed customers) or recommend/advise (for advisory investment managed customers and dealing with advice customers) on SCARP products with the following characteristics:

   16.1.1 those linked to stock market indices on the UK or overseas;
   16.1.2 those linked to the performance of a share or a collection of shares;
   16.1.3 those offering a specified level of income over a fixed period;
   16.1.4 those offering growth over a period depending on the performance of an index or other factor;
   16.1.5 those that use gearing (borrowing);
   16.1.6 those with some element of capital protection;
   16.1.7 those without any capital protection and where all your capital could be at risk.
16.2 For discretionary managed customers, the following will be taken into account before investing in SCARPs. For all other customers, before investing, you should be aware that:

16.2.1 there is a range of outcomes in respect of the return of initial capital invested;

16.2.2 the return of the initial capital invested at the end of the investment period is not guaranteed and you may get back less than you originally invested;

16.2.3 the amount of initial capital to be repaid may be geared. This means that a small percentage fall in the related index may result in a larger reduction in the amount of capital repaid to you;

16.2.4 any maximum benefit advertised may only be available after a set period. Where this applies, the product provider documentation will clearly state the length of such period. If we are acting for you on a discretionary basis, we will consider these factors before purchasing the investment;

16.2.5 redeeming such a product early may result in you suffering redemption penalties and receiving a poor return;

16.2.6 the initial capital invested by the product provider may be placed into high risk investments, such as non-investment grade bonds or invested with organisations that may become insolvent with the resulting loss of some or all of your investments;

16.2.7 the rate of income or growth advertised to you may depend on specific conditions being met. Where this applies the product provider document will
clearly state what those conditions are. If we are acting for you on a discretionary basis, we will consider these factors before purchasing the investment;

16.2.8 you should not invest in structured capital at risk products unless you are prepared to lose some or all of the money that you have invested;

16.2.9 you should satisfy yourself that the structured capital at risk product is suitable for you in the light of your circumstances and financial position.

17. Permanent Interest Bearing Securities (PIBS)

17.1 PIBS are building society shares, which are listed and traded on the London Stock Exchange. They are irredeemable shares, which pay a fixed rate of interest net of basic rate tax.

17.2 PIBS offer no certainty as to capital, the society being under no obligation to repay the principal.

17.3 The price at which your PIBS holding is sold may be less than the price paid.

17.4 The secondary retail market in PIBS is small, with liquidity being uncertain.

17.5 Should the issuing society be wound up, PIBS holders rank behind all the other lenders, depositors and other shareholders for repayment.

17.6 PIBS holders do not qualify for compensation under the Building Society Investor Protection Fund.

17.7 Interest payments will not be made by the society if:

17.7.1 interest remains unpaid on any other of the society's deposits or shares;
17.7.2 the Board of the society decides that payment of PIBS interest would lead to failure of the society or would damage its business.

17.8 Unpaid interest is non-cumulative – if the society fails to make an interest payment for one of the above reasons, it will be under no obligation to pay that sum at a future date.

18. Stocklending

We will not normally engage in stock lending activity. If you wish us to engage in stock lending activities, we may agree to do so by prior written agreement.

19. Stabilisation

19.1 We may deal for you in investments that may have been the subject of stabilisation.

19.2 Stabilisation is a price-supporting process that may take place in the context of new issues. The effect of stabilisation can be to make a market price of the new issue temporarily higher than it would otherwise be. The market price of investments of the same class already in issue, and of other investments whose price affect the price of the new issue, may also be affected.

19.3 This process is undertaken in order to ensure that the issue of investments is introduced to the market in an orderly fashion, and that the issue price and/or the price of associated investments is not artificially depressed because of the increase in supply caused by the new issue.

19.4 Stabilisation may only take place for a limited period, and there are limits on the price at which shares, warrants and depository receipts may be stabilised (although there are no limits in respect of loan stock or bonds).
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<tbody>
<tr>
<td>Bath</td>
<td>01225 341580</td>
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<tr>
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[Whilst every effort has been taken to ensure the accuracy of this text, the enclosed original documentation should be relied upon as the true and accurate version and should be retained for future reference.]