

# Royal Bank of Canada (Channel Islands) Limited

## Terms of Business

Effective date: 1 November 2021

Wealth Management



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## Section A

### General Terms and Conditions

#### 1. Definitions and Interpretation

- 1.1. In these Terms, the terms set out below shall have the following meanings unless the context requires otherwise:
- 1.2. “**Account**” means any or all accounts which the Bank opens and maintains for you;
- 1.3. “**Agreement**” means the Application Documents, these Terms, the Client Questionnaire (where we provide the Investment Services), the Fee Information Document, and the General Banking Charges document (where we provide the Banking Service and/or Custody Service), and includes any variation of them and all documents which we may change in the future in accordance with these Terms and all documents entered into as supplemental to them;
- 1.4. “**Anti-Money Laundering Legislation**” means all legislation, codes of practice and regulations in force in Jersey and/or Guernsey in connection with the prevention of anti-money laundering, countering the financing of terrorism, or combating or preventing any other criminal activity;
- 1.5. “**Application Documents**” means the Services and Product Application Forms and/or any other documents completed and signed by you to apply for provision of the Services to you and by which you agree that the Services will be provided to you in accordance with these Terms;
- 1.6. “**Associate**” means in relation to any body corporate, any holding body or subsidiary of that body corporate or any body corporate which is a subsidiary of any such holding body;
- 1.7. “**Authorised Person**” means a person authorised by you, using an Authorised Person Form (or similar written authorisation), to receive information from us and to give instructions in relation to the Account and/or Services in connection with the provision of the Service to you or to otherwise correspond with us about the Service provided to you;
- 1.8. “**Authorised Person Form**” means the form entitled “Authorisation to Accept Instructions from a Third Party form” (or a document by any other name but fulfilling the same purpose) completed and signed by you;
- 1.9. “**Bank**” means Royal Bank of Canada (Channel Islands) Limited, a company incorporated in Jersey and having its registered office at Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE2 3QT and any of its offices or branches;
- 1.10. “**Banking Account**” means an Account opened with the Bank in connection with the provision of the Banking Service;
- 1.11. “**Banking Application Form**” means the application form relating to the Banking Service;
- 1.12. “**Banking Service**” means the banking service which is described in Section B of these Terms;
- 1.13. “**Base Currency**” means the currency specified by you in your Client Questionnaire, which we shall use when preparing Valuations and reports in respect of your Investment Account or your Custody Account;
- 1.14. “**Business Day**” means a day (other than a public holiday or Saturday or Sunday) on which banks are open for normal business in Jersey and Guernsey;
- 1.15. “**Card**” means a Royal Bank of Canada (Channel Islands) Limited Visa Gold debit card (including any renewal or replacement Card);
- 1.16. “**Cash Account**” means (solely in the context of a Client using the Custody Service) an account forming part of the Client’s Custody Account that is used to hold cash in connection with the operation of the Custody Account and to settle transactions and receive dividends and other related payments.
- 1.17. “**Chosen Investment**” means any investment which we have recommended to you and which you have elected to make;
- 1.18. “**Client**” or “**you**” means the person or persons signing the Application Documents, including a corporate body or partnership, and “**your**” shall be construed accordingly;
- 1.19. “**Client Assets Order**” means the Financial Services (Investment Business) (Client Assets) (Jersey) Order 2001 (as amended from time to time);
- 1.20. “**Client Money**” means cash which we hold for, receive from or owe to you (which is immediately due and payable without the need for you to demand such payment) or which we hold or receive in respect of the Agreement with you (which is either: (i) not immediately due and payable on demand to us for our own account; or (ii) if it is so due and payable, is held or received in respect of any obligation of ours which we have not yet performed);
- 1.21. “**Client Objectives**” means from time to time your objectives as determined by us, based upon the information and instructions in the most recent Client Questionnaire that you have provided to us and other information available to us in relation to you;

- 1.22. “**Client Questionnaire**” means the form entitled “IMiRIS” or any other similar written notification to us, which is completed by you and provided to us from time to time and sets out your information concerning your circumstances (both financial and otherwise) and investment objectives and other general instructions of yours (if any) in relation to the Investment Services;
- 1.23. “**Communication**” has the meaning given to it in Clause 10.8 of these Terms;
- 1.24. “**Custody & Investment Services Application Form**” means each application form relating to the Custody Services and/or the Investment Services;
- 1.25. “**Custody Account**” means an Account opened with the Bank to which Property held by the Bank under the Custody Service is recorded;
- 1.26. “**Custody Service**” means the custody service which is described in Section C of these Terms;
- 1.27. “**Dealing Service**” means the dealing service which is described in Clause 58 of these Terms;
- 1.28. “**Deposit Interest Rate sheet**” means the document issued from time to time by the Bank and made available to the Client (either upon request or by visiting [www.rbcwealthmanagement.com/gb/en/bank-rates](http://www.rbcwealthmanagement.com/gb/en/bank-rates)) in connection with the Banking Service, reflecting details of (i) the latest interest rates that the Bank will pay on the various types of Banking Accounts that are offered by the Bank; and (ii) any minimum balance requirements or other conditions applicable to specific types of Banking Accounts;
- 1.29. “**Designated Markets**” means markets which have been identified as being high risk and specified in the Designated Markets Schedule;
- 1.30. “**Designated Markets Schedule**” means the schedule issued from time to time by the Bank reflecting details of the markets which the Bank has identified as being high risk, as such schedule may be amended from time to time;
- 1.31. “**Discretionary Investment**” means any investment which we have selected for you under our Discretionary Investment Management Service;
- 1.32. “**Discretionary Investment Management Service**” means the discretionary investment management service which is described in Clause 55 of these Terms;
- 1.33. “**EU**” means the European Union;
- 1.34. “**Facility Letter**” means the letter in which the Bank specifies the terms and conditions that will apply in the event that the Bank offers a loan or some other form of credit facility to the Client;
- 1.35. “**Fee Information Document**” means each of the General Banking Charges, the Fee Tariff – Investment Services, and any other documents issued to a Client setting out our tariffs of fees and charges in respect of a relevant Service as the case may be and as may be updated from time to time;
- 1.36. “**Fixed Deposit**” means a deposit placed for a specific period of time at a fixed rate of interest;
- 1.37. “**Forward FX Transaction**” means a foreign exchange transaction where the settlement value date is greater than date of booking plus 2 business days;
- 1.38. “**FX Transaction**” means a foreign exchange transaction with a value date for settlement within booking date plus 2 business days;
- 1.39. “**General Banking Charges document**” means the document issued from time to time by the Bank reflecting details of the Bank’s latest schedule of general charges in respect of the Banking Service;
- 1.40. “**Instruction**” means an instruction given to the Bank in accordance with Clause 10 of these Terms;
- 1.41. “**Investment Account**” means the Account in which we record the assets and cash held for you in safe custody by us (or sub custodians), which we designate for the relevant Investment Service;
- 1.42. “**Investment Portfolio**” means the assets and cash initially detailed in the Application Documents, any addendum or attachment to the Application Documents or as we may subsequently agree with you in writing, in connection with the Portfolio Consulting Group Service;
- 1.43. “**Investment Services**” means the Offshore Advisory Service, the Discretionary Investment Management Service, the Monitoring Service, the Dealing Service and the Portfolio Consulting Group Service which are described in Section D of these Terms;
- 1.44. “**Literature**” means any brochure or any other literature describing any service provided by the Bank, issued or supplemented from time to time and provided to the Client;
- 1.45. “**Monitoring Service**” means the monitoring service which is described in Clause 57 of these Terms;
- 1.46. “**Offshore Advisory Service**” means the advisory service which is described in Clause 56 of these Terms;
- 1.47. “**Online Services**” means the Bank’s online services platform (also known as RBC Hub) which are subject to additional terms and conditions

- that are available on request and on our website at <https://www.rbcwealthmanagement.com/gb/en/terms-and-conditions>;
- 1.48. “**Permissible Commission**” means any commission (both initial and recurring) that is allowed by the applicable law, rules and regulations in Jersey, Guernsey or elsewhere;
- 1.49. “**Portfolio Consulting Group Service**” means the portfolio consulting group service which is described in Clause 60 of these Terms;
- 1.50. “**Privacy Notice**” means the Bank’s privacy policy which is available on request and on our website at [https://www.rbcwealthmanagement.com/\\_global/static/documents/legal/privacy-notice-sept20.pdf](https://www.rbcwealthmanagement.com/_global/static/documents/legal/privacy-notice-sept20.pdf);
- 1.51. “**Proper Instructions**” means written or facsimiled Instructions in respect of any of the matters referred to in these Terms authorised or signed or purported to be authorised or signed by you or such person as you shall from time to time have authorised in accordance with Clauses 35 and 68 of these Terms (as applicable) to give the particular class of Instruction in question. In instances agreed by us, we may also act pursuant to Instructions by telephone or email given or purported to be given by you. Such telephone or email Instructions shall be deemed to be proper Instructions authorised by you;
- 1.52. “**Property**” means any securities or assets which are held by the Bank as nominee and bare trustee for a Client using the Bank’s Custody Service, other than cash or investment contracts booked directly in the name of the Client;
- 1.53. “**Quarter Date**” means the last Business Day of March, June, September and December of each year;
- 1.54. “**RBC**” means and includes any company, which is directly or indirectly a holding company, sister company, or subsidiary of the Bank and any company, which is directly or indirectly a subsidiary of any such holding company or sister company and in this definition reference to “company”, “holding company”, “sister company” or “subsidiary” shall be interpreted as a reference to a corporate body wherever incorporated;
- 1.55. “**RBC Managed Rate**” means the variable interest rate applied by RBC from time to time and available via the Bank’s website.
- 1.56. “**Relationship Manager**” means the individual who is appointed by us from time to time and notified to you in writing as your relationship manager in relation to the Services provided to you under these Terms and/or provided by our Associate;
- 1.57. “**Report**” has the meaning given to it in Clause 64 of these Terms;
- 1.58. “**Retailer**” means a person who agrees, by arrangement with the Bank or Visa International Service Association, to accept the Card as payment for goods, services or cash;
- 1.59. “**Guernsey Rules**” means the Licensees (Conduct of Business) Rules 2016, as amended;
- 1.60. “**Jersey Rules**” means the Investment Business Code of Practice published by the Jersey Financial Services Commission;
- 1.61. “**Service**” or “**Services**” means the Banking Service, the Custody Service, the Offshore Advisory Service, the Discretionary Investment Management Service and the Portfolio Consulting Group Service, as selected by you in the Application Documents, and will include in the case of the Offshore Advisory Service and the Discretionary Investment Management Service, the ancillary Monitoring Service, the Dealing Service and the Custody Service, as applicable to such Service;
- 1.62. “**Services and Product Application Forms**” means: (i) in relation to the Banking Service, the Banking Application Form; and (ii) in relation to the Custody Service and the Investment Services, the Custody & Investment Services Application Form;
- 1.63. “**Subsidiary**” and “**Holding body**” have the meanings given to them in the Companies (Jersey) Law 1991;
- 1.64. “**Sub-custodian**” means any party appointed to keep custody of the assets and cash recorded in the Investment Account in accordance with Clause 59 of these Terms;
- 1.65. “**Trade Execution Investment**” means any investment which we have not recommended to you but which you have elected to make and have instructed us accordingly;
- 1.66. “**Transferred Permissible Commission**” means the trail commission permitted in a transferring portfolio of investments as more fully described in Clause 27;
- 1.67. “**These Terms**” means these terms and conditions;
- 1.68. “**Valuation**” means an asset listing or valuation prepared by the Bank for a Client receiving the Custody Service.
- 1.69. “**White List**” means the list or lists, as amended by us from time to time, of (i) funds; (ii) discretionary investment managers (each of which may or may not be an Associate of the Bank) on both of whom initial and periodic due diligence has been and/or is undertaken by us

or by an Associate of ours and with whom we have agreed standard fees for the provision of investment services to our clients; and (iii) other issuers and instruments on which we may provide investment advice;

1.70. “we”, “us” and “our” means the Bank; and “you” and “your” refer to the person(s) named as the Client in the Application Documents.

1.71. In addition:

- i) words in the singular shall include the plural and vice versa;
- ii) words importing a gender shall include all genders;
- iii) references to persons include bodies of persons whether corporate or unincorporated and references to a body corporate or holding body include companies incorporated anywhere in the world;
- iv) references to a person include its successors and assigns;
- v) references to these Terms, any form, agreement or other document include any changes made to such document in the future, including any amendments, supplements or replacements;
- vi) references to any law or enactment include that law or enactment as amended or replaced in the future; and
- vii) unless otherwise stated, references to “Clauses” are to clauses of these Terms;
- viii) the headings in these Terms are inserted for convenience only and shall not affect the meaning of these Terms.

## 2. Introduction

- 2.1. These Terms form part of your agreement with the Bank. You should carefully read and consider these Terms before you complete the Application Documents. Signature by you of the Application Documents confirms your acceptance of and agreement to these Terms. It is recommended that you retain a copy of these Terms for future reference.
- 2.2. Some of the services described in these Terms may not be available from both the Jersey office and the Guernsey branch of the Bank.
- 2.3. The Bank may also provide other services from time to time that are subject to additional terms and conditions and/or separate documentation requirements. The Bank will notify you of this and ask for your acceptance of any such

additional terms before the service is provided to you.

## 3. Incorporation and regulatory status

- 3.1. The Bank is a company incorporated in Jersey and has its office at Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE2 3QT and a branch in Guernsey at Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 3BQ.
- 3.2. The Bank is regulated by the Jersey Financial Services Commission (“JFSC”) and licensed in the conduct of deposit taking business, fund services business and investment business in Jersey and is registered to carry on financial service business under the Financial Services (Jersey) Law 1998. The Guernsey branch of the Bank is regulated by the Guernsey Financial Services Commission (“GFSC”) to carry on deposit taking and controlled investment business and to act as a custodian/ trustee of collective investment schemes in Guernsey.
- 3.3. In some or all respects, the regulatory regimes in Jersey and Guernsey, including any compensation or investor protection arrangements, may be different from those of your own jurisdiction and certain products and services may not be available to Clients resident in certain jurisdictions.
- 3.4. As a licensed bank in Jersey, the Jersey office of the Bank is a participant in the Jersey Banking Deposit Compensation Scheme (the “Jersey Scheme”).
- 3.5. The Jersey Scheme applies to eligible deposits. Compensation under the Jersey Scheme is limited to a maximum of £50,000 per individual claimant and the total compensation in any five year period is limited to £100 million. For the avoidance of doubt the Jersey Scheme is only applicable to bank deposits made by eligible depositors. Investments are not covered by the Jersey Scheme. Further information is available on the official Jersey Scheme website ([www.gov.je/dcs](http://www.gov.je/dcs)) or on request.
- 3.6. The Bank (in respect of its Guernsey branch) is a participant in the Guernsey Bank Depositors Compensation Scheme (the “Guernsey Scheme”).
- 3.7. The Guernsey Scheme offers protection for eligible qualifying deposits of up to £50,000. The maximum total amount of compensation is capped at £100 million in any five year period. For the avoidance of doubt, the Guernsey Scheme is only applicable to bank deposits made by qualifying claimants. The Guernsey Scheme applies with respect to certain



“qualifying deposits” only and, in particular, investments are not covered by the Guernsey Scheme. Full details of the Guernsey Scheme are available on the official Guernsey Scheme website ([www.dcs.gg](http://www.dcs.gg)) or on request.

- 3.8. For the avoidance of any doubt, deposits made with the offices of the Bank in Jersey and/or Guernsey are not covered by the UK Financial Services Compensation Scheme under the UK Financial Services and Markets Act, 2000.
- 3.9. The Bank reserves the right to delegate the performance of any duties to any other RBC member company or to any third party service provider or agent used by the Bank to provide the Client with services.
- 3.10. The Bank reserves the right, at its absolute discretion, to determine which office of the Bank shall provide the Account or Service for which the Client has applied. Once the Application Documents has been reviewed by the Bank and the Bank has agreed to provide the service, the Bank will advise the Client in writing which office will provide the service.

#### 4. Appointment

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

of transactions and sources of monies, in order that we can comply at all times with the requirements of Anti-Money Laundering Legislation.

#### 5. Client Representations and Warranties

- 5.1. You represent and warrant that on the date of signing the Application Documents and for so long as the Agreement is in place:
  - i) you have full and unrestricted power, authority and requisite legal capacity to engage us to provide the Service;
  - ii) any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is complete and correct in all respects, and you agree to notify us if any such information changes and to provide us with any relevant information as we may require;
  - iii) where applicable, you have complied with all necessary corporate / foundation/ trust / partnership formalities in relation to the execution of the Application Documents and performance of your obligations under the Agreement, including, but not limited to, obtaining or adopting all required authorisations, approvals, and resolutions of the board of directors, shareholders, founders and councillors, trustees and protectors or partners, that the execution of the Application Documents and performance of your obligations under the Agreement by you does not and will not violate any provision of law or of your organisational documents, partnership agreement, or shareholders agreement, and that the Agreement represents a valid, binding, and enforceable obligation of you; and
  - iv) you will notify us promptly if there is any material change in any information you have provided to us pursuant to the Service, and you will provide such other relevant information as we may from time to time request in the future. You acknowledge that we shall not be responsible for any loss you may suffer as a result of any adverse effect on the quality of the Service provided by us or our ability to provide the Service caused by any failure by you to provide such information.
  - v) the monies or Property which you wish to deposit in the Account do not represent the proceeds of a criminal act and are free from all security interests, liens, charges, mortgages, encumbrances and other third party interests whatsoever (the

“Encumbrances”), and you undertake that no Encumbrances will arise from any acts or omissions on your part other than as agreed between the Bank and you from time to time;

- vi) unless you have notified the Bank in writing that you are acting on behalf of any third party or parties and have provided the Bank with the name or names of the third party or parties concerned, you are not operating the Account on behalf of any third party or parties and are the legal and beneficial owner of the Account;
- vii) you have not given the Bank any Instructions that will require or involve any unlawful act or contain any falsehood and all information given will be accurate and not misleading; and
- viii) you will comply with all filing requirements in any applicable jurisdiction and pay all taxes and governmental dues payable by you in connection with the Account.

5.2. The representations and warranties contained in Clause 5.1 of these Terms will be deemed to be repeated by you each time you give Proper Instructions to the Bank in respect of the Service.

## 6. Need for Independent Tax, Legal Advice and Reporting

- 6.1. We do not provide tax advice and strongly recommend that you should seek independent professional tax advice relevant to your particular circumstances before deciding to open an account with or receive any service from us, or instructing us to execute any transactions on your behalf. You acknowledge that you are entirely responsible for the management of your own affairs for tax purposes, seeking your own tax advice in respect of any account or service and for advising us of any matter which you wish us to take into account when providing services to you.
- 6.2. Please note that taxes and/or other costs may exist in relation to an account and/or other services we provide that are not paid via us or withheld by us.
- 6.3. The tax treatment of any account depends on your individual circumstances and may be subject to change.
- 6.4. Although interest on income earned in Jersey or Guernsey by persons who are not resident in either jurisdiction in respect of your account may be paid gross of tax, payment of interest, dividends or other amounts may be liable to

tax in the jurisdiction in which you pay tax. In such circumstances, you may be obliged to declare such income or gains to the relevant tax authority. You will indemnify us against any tax liability and reasonable costs (including, without limitation, legal expenses) arising in relation to any tax liability that may be incurred by us in respect of transactions entered into by us on your behalf. Amounts paid to your Account may also be subject to tax withheld at source in the jurisdiction from which the payment originates.

- 6.5. We may be required by legislation, regulation, order or agreement between governments or tax authorities of various countries to report on an ongoing basis certain financial account information about you and your accounts and assets on an individual or aggregated basis in accordance with the tax reporting regimes applicable to you. If you are not an individual, we may also have to report financial account information about persons connected with you such as your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors, protectors or trustees. In particular, your financial account information may be reported to the Jersey or Guernsey tax authorities. The relevant tax authority may pass the financial account information to the tax authorities in the country that requires it in accordance with the applicable tax reporting regime. If we are required to report financial account information, this may include (but is not limited to) financial account information about you, for example your name, address and jurisdiction(s) of residence and your social security number/ taxpayer identification number(s) or similar (if applicable), and details of your accounts and assets, for example your account number(s), the amounts of payments including interest, dividends, gross proceeds and other amounts paid or credited to your Account, and the Account balance(s) and asset value(s).
- 6.6. We reserve the right to request further proof of identity and residence of the Account holder (and all beneficiaries of the Account) and all controlling and/or ultimate beneficial owners, regardless of when the Account was opened. In the absence of such documentary evidence, the relevant tax reporting regime’s default position will be applied.
- 6.7. Joint Account holders should note that in the event that one or more Account holders is determined to be reportable under one or more tax reporting regimes, we may be required to report information regarding the reportable Account holders and financial information regarding the Account as a whole.

- 6.8. Where you are a corporate customer or other legal entity, we may be required to identify and report under one or more tax reporting regimes, persons with an interest in you, including but not limited to shareholders, partners, trustees, settlors, protectors, beneficiaries or other persons exercising control, including senior managing officials. If such a reporting obligation applies, we will report information regarding you and the underlying reportable persons.
- 6.9. To the greatest extent permitted by applicable law, we will not be liable to you for any liabilities, costs, expenses, damages and losses suffered or incurred as a result of our complying with legislation, regulations, orders or agreements with tax authorities in accordance with these Terms, or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect information provided to us by you or any third party.
- 7. Limiting our liability**
- 7.1. You agree that any claim of any sort arising out of or in connection with the Service shall be brought only against the party with which you contract and that no claims in respect of our appointment will be brought personally against any other persons involved in performance of the Service, whether actual or deemed servants or agents of us, or any of our employees.
- 7.2. You undertake to ratify each transaction effected by us pursuant to the Agreement and we shall not be liable for and you shall at all times hold us harmless and indemnify us to the greatest extent permitted by law from and against all losses, including without limitation, loss of profits, actions, suits, proceedings, claims, demands, damages, costs, charges, expenses and liabilities (or actions, investigations or other proceedings in relation to them), including reasonable costs and expenses arising from them or incidental to them, which may be made against us, our duly appointed sub-custodians and all of our Associates, in respect of any loss or damage sustained or suffered by any third party or us, directly or indirectly, in connection with the provision of the Service and all matters ancillary to the Service, except to the extent that the same arises from our fraud, willful misconduct or gross negligence.
- 7.3. Where you comprise of more than one party, the limit of our liability will be divided amongst all such parties.
- 7.4. To the extent permitted by law, we agree with you that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 or other equivalent enactments shall apply to the provisions of the Service.
- 7.5. The indemnities set out in these Terms shall continue without limit in time, whether or not we continue to provide the Service and without prejudice to any other indemnity given in our favour.
- 8. Confidentiality**
- 8.1. We will access, process, use and retain any information you provide to us for the purposes of providing the Services outlined in these Terms to you. Further information on our use of your information is set out in our Privacy Notice, which is available upon request and also available on our website at [www.rbcwealthmanagement.com/gb/en/terms-and-conditions](http://www.rbcwealthmanagement.com/gb/en/terms-and-conditions).
- 9. Authorising a third party to correspond with us**
- 9.1. If you wish to authorise a third party to correspond with us or to receive information from us in connection with the Service that we provide to you, you will be requested to complete and send to us an Authorised Person Form.
- 9.2. Once the required due diligence checks have been completed by us, we shall correspond with the Authorised Person in connection with your Account, as authorised by you under the Authorised Person Form.
- 10. Notices and Other Communications**
- 10.1. When you open an Account with us you will be allocated a Relationship Manager who will be your principal point of contact in relation to your Account and the services we offer; you can contact your Relationship Manager by telephone during normal office hours and in writing.
- 10.2. You hereby authorise us to contact you by telephone to discuss matters relating to the Services provided by us.
- 10.3. We shall communicate with you using the contact information you supply on the Application Documents, or such other information as you provide to us in writing from time to time.
- 10.4. You must communicate with us in English. Documents and other information we supply will be in English.
- 10.5. You agree that if you communicate with us using email or other electronic means, then we may

monitor all emails or other electronic traffic to gather information for purposes of security, marketing, statistical analysis and systems development.

- 10.6. The Bank records telephone conversations and may monitor telephone calls both received by and made by employees of the Bank. Any such recordings remain the property of the Bank, and may be used by the Bank to gather information for the purposes of security, marketing, statistical analysis and systems development or in the event of a dispute.
- 10.7. Where direct marketing telephone calls are made by the Bank and recorded for direct marketing purposes, the Bank will advise the Client at the beginning of any such call. If the Client does not wish to continue with a direct marketing telephone call, the Client should respond accordingly and the Bank will terminate the call.
- 10.8. Written communications sent by us to you or by you to us, may be sent by post, facsimile or by email. Any letter, notice, correspondence, cheque or other document (Communication) sent by us to you will be sent to the correspondence address or email address stipulated in the Application Documents, unless you notify us in writing of a new correspondence address or email address. Any Communication sent by you to us will be sent to the correspondence address, facsimile number or email address that we provide to you.
- 10.9. We have no responsibility for and shall not be liable for any loss or damage, which may arise directly, indirectly or consequentially from your failure to advise us of any changes to your address or other details.
- 10.10. Notices may be sent by delivery, prepaid post or fax and shall be deemed to have been received (i) if delivered, at the time of delivery, (ii) if by fax (provided a confirmation answerback has been received), immediately and (iii) in the case of prepaid post, 72 hours after posting (except where the notice relates to an Instruction sent by post, in which case such Instruction will be received when actually received by the Bank). Where the Client has subscribed to the Bank's Online Services, or otherwise provides its written or verbal consent, notices and other correspondence (including but not limited to account balances, Valuations and other financial reporting) may also be sent to the Client by email and will be deemed to have been received on the Business Day following the day of dispatch.

- 10.11. Any Communication sent to a Client who is a co-owner of a joint Account will be deemed to be sufficient Communication in respect of all co-owners of such joint Account.

## 11. Complaints

- 11.1. You should contact your Relationship Manager, or a Director, or the Managing Director, immediately if you are dissatisfied in any way with any aspect of our services. You can also at any time contact our Compliance Officer at Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE2 3QT.
- 11.2. A copy of the document that explains our complaints procedures is available via our website [www.rbcwealthmanagement.com/gb/en/putting-clients-first](http://www.rbcwealthmanagement.com/gb/en/putting-clients-first) and selecting the document titled Complaints procedure in the CI, or alternately, you may contact your relationship manager and request a hard copy.
- 11.3. A complaint can be made in writing, by telephone, by fax, by email or in person. Your complaint will be handled in accordance with our complaints policy. We treat any complaint very seriously and aim to resolve a complaint fairly and promptly. We will provide a written acknowledgement of any complaint within five working days. We will aim to resolve any complaint within three months of the complaint being received and, once we consider the complaint resolved, we will inform you in writing. If we do not uphold your complaint we will provide you with the reasons for our decision. We hope to resolve all complaints amicably. However, if you are unhappy with how we deal with your complaint you may also be able to direct your complaint to the Channel Islands Financial Ombudsman at PO Box 114, Jersey, Channel Islands JE4 9QG. Further information is available on request and from <https://www.ci-fo.org/> or you can contact the Channel Islands Financial Ombudsman on +44 (0) 1534 748610 (Jersey), +44 (0) 1481 722218 (Guernsey) or +44 1534 748610 (international).

## 12. Severability

- 12.1. If at any time one or more of the provisions of the Terms becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of these Terms shall not be affected or impaired in any way.

## 13. Variation to these Terms (General)

- 13.1. We may amend these Terms from time to time.

- 13.2. If the amendment to these Terms is to your disadvantage, then we will send you a formal notification together with an explanation of the amendment and its impact (Personal Notice), at least 30 days in advance of the amendment coming into effect.
- 13.3. If the amendment to these Terms is not to your disadvantage, then we may make the amendment immediately and tell you about it within 30 days (General Notice).
- 13.4. Any amendment to these Terms will be deemed to have been accepted by you unless you notify us in writing of your objection to the amendment, within 30 days of receipt of the Personal Notice or General Notice (each of which shall be deemed to have been received by you in accordance with Clause 10), in which case the amendment will not take effect in relation to you and you will be deemed to have given notice, with effect from the date of receipt of your notice of objection, to terminate the Service in accordance with Clause 30 of these Terms.
- 13.5. These Terms and any notices regarding amendments may be published on our website at [www.rbcwealthmanagement.com](http://www.rbcwealthmanagement.com).

#### **14. Fees**

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

#### **15. Expenses**

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

#### **16. Non-Exclusive Service**

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

#### **17. Conflicts of Interest**

- 17.1. We will endeavour to avoid any conflicts of interest and have procedures in place to address any conflict that does arise, but we may nevertheless provide the Service to you even if we or an Associate of ours have an interest, relationship or arrangement that is material in relation to an investment, transaction or service concerned or which gives rise to any conflict of interest.
- 17.2. You agree that where conflicts of interest do arise in the course of providing the Service, neither we nor any Associate of ours are required to account to you for any income, gain, profit or other advantage which arises as a result of such conflicts of interest, except where this is required by Regulatory Requirements.
- 17.3. Notwithstanding clauses 17.1 and 17.2, we are entitled to terminate our relationship with you if we determine in our sole discretion that an insurmountable conflict of interest exists between us.
- 17.4. Nothing in these Terms shall prevent any person from being employed or appointed in any capacity by us or any Associate of ours in connection with the Service.
- 17.5. A summary of our Conflicts of Interest Policy is set out at Schedule 3. This describes our approach to handling conflicts which we may have when acting for our clients.

#### **18. Disclosures**

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

#### **19. Reliance**

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

**20. Severance**

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

**21. Entire Agreement**

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

**22. Binding Effect**

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

**23. No Waiver**

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

**24. Force Majeure**

- 24.1. The Bank shall have no liability for any failure or delay in the performance of its obligations hereunder or for loss or damage of whatever kind and wherever occurring resulting from factors over which it has no control including, but without limitation, acts of God, acts of civil or military authority or governmental acts, earthquakes, fires, storms, tempests, floods, terrorist acts, wars, civil or military disturbances, sabotage, epidemics, riots, accidents, labour disputes, strikes, industrial action, loss or malfunction of utilities, computers (hardware or software) or communication services, errors, omissions, distortions, interruptions and/ or delays in transmissions or delivery of post or communications in any medium or format howsoever caused or for loss or damage of whatever kind and wherever occurring outside of the Bank's control.

**25. Governing Law and Jurisdiction**

- 25.1. The Terms shall be governed by and shall be construed in accordance with the laws of the jurisdiction in which the Account is maintained

and the Client irrevocably agrees that the courts of such jurisdiction shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with these Terms or any Account.

**26. Legal Proceedings**

- 26.1. We shall not be required to take any legal action on your behalf or in respect of any of your assets.
- 26.2. Notwithstanding clause 26.1, should we agree to take any legal action on your behalf or in respect of any of your assets, we must be fully indemnified to our satisfaction for all costs and liabilities (including legal and other professional fees) that may be incurred or suffered by us in connection with investigating or defending any such legal action. If you require us, in any capacity, to take any action which in our opinion might make us or our delegates liable for the payment of money or liable in any other way we shall be kept indemnified in any amount and form satisfactory to it as a prerequisite to taking such action.

**27. Permissible Commission**

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

**28. Assigning or transferring your rights under these Terms**

- 28.1. You may not transfer or assign any of your rights or obligations under these Terms without our prior written consent.

28.2. Subject to any applicable laws, regulations or rules, we may at any time transfer or assign our rights and obligations under these Terms to another member of RBC or a company or firm authorised to carry on business in the jurisdiction where the Service is provided.

## 29. Delegation

29.1. We shall be entitled as your agent to delegate our powers and duties under these Terms and in accordance with any applicable law, regulations or rules, in whole or in part, to any person or persons, upon such terms and conditions as we shall think fit, and we may appoint agents on your behalf to perform any administration, dealing and ancillary services required to enable us to perform the Service under these Terms. We shall be entitled to outsource our powers and duties under these Terms, in whole or in part, to any Associate or to any other third party, without notifying you that we have done so or notifying you of the identity of the Associate or third party, subject to compliance with any applicable laws, regulations or rules. We will exercise reasonable care and act in good faith when we select and appoint any such delegate or agents and shall satisfy ourselves that such delegate or agent is a fit and proper person.

29.2. We shall not be liable for any act, omission or default by, nor the insolvency of, any delegate or agent appointed by us, as your agent, acting on your behalf in accordance with Clause 29.1 of these Terms.

## 30. Termination

30.1. Unless the Bank has told the Client that restrictions apply to a particular Service or product, the Client may end its relationship with the Bank, or any Service or product, by giving the Bank 30 calendar days' prior written notice.

30.2. Unless the Service or product terms state that there is a fixed term, the Bank may terminate individual Services, or its entire relationship with the Client, by giving the Client 30 calendar days' written notice by mail to the Client's last address shown in the records of the Bank, and the Bank may do this without giving the Client any reason.

30.3. The Bank shall incur no liability to the Client for any direct or indirect loss or loss of profit that the Client may sustain as a result of the termination or suspension of a Service, the Bank's refusal to provide a Service to the Client or to accept monies or assets into an Account or the liquidation of the Client's assets or delivery of the proceeds of liquidation by cheque or any

other means to the Client in accordance with Clause 30.8 of these Terms.

30.4. Upon the termination taking effect, the Bank shall cease to provide the relevant Service to the Client. Amongst other things, this means that the Bank will not accept any further Instructions, will not arrange any further transactions and will no longer provide the relevant Service.

30.5. The Bank shall initiate no further transactions in respect of an Account after the date termination takes effect, which shall be without prejudice to the completion of any transactions already in process of being arranged in respect of any investment.

30.6. The Bank may also terminate the Agreement or any service or freeze any Accounts without giving notice in advance if the Bank reasonably believes that the Client has seriously or persistently broken any terms of the Agreement or the Bank reasonably believes that maintaining its relationship with the Client, providing the Service or maintaining the Account might be prejudicial to the Bank's broader interests or to the interests of RBC. The circumstances in which this might apply include (but are not limited to):

- i) the Client is the subject of an investigation by any legal, regulatory or governmental authority;
- ii) the Client relationship exposes the Bank or RBC to action or censure from any government, regulator or law enforcement agency;
- iii) the Client gives the Bank any false or inaccurate information which the Bank determines in its sole discretion to be relevant information;
- iv) the Client is convicted of, or charged with, an offence relating to fraud or dishonest conduct or dealing;
- v) the Client fails to comply with the terms of any transaction entered into;
- vi) the Bank is not permitted or authorised to provide the service under the law of the country where the Client is registered or to which the Client is subject;
- vii) the Client has failed to report, notify or file relevant documentation in the jurisdictions required in accordance with these Terms;
- viii) the Client has a bankruptcy petition or application for a declaration of *désastre* presented against itself (if an individual) or suffers a receiver, administrative receiver,

administrator or liquidator being appointed over the Client or any of the Client's assets or application for a declaration of *désastre* or a preliminary order in *saisie* proceedings being presented against itself (if a body corporate) or its assets or the Client is subject to any equivalent procedure in any jurisdiction;

- ix) the Client is unable to pay the Client's lawful debts as they fall due;
  - x) the Client or the Client's assets are declared bankrupt or *en désastre* or a preliminary order in *saisie* proceedings is made against the Client or its assets (as defined under Jersey or Guernsey law, as applicable);
  - xi) the Client takes up residence in a country or becomes subject to the laws of a country where the Bank is not permitted or authorised to provide the Service;
  - xii) unless the Client has notified the Bank in writing that the Client is acting on behalf of any third party or parties and has provided the Bank with the name or names of the third party or parties concerned, the Client operates the Account on behalf of any third party or parties and is not the legal and beneficial owner of the Account; or
  - xiii) any information which the Client has provided to the Bank in relation to the Client's status, residence and domicile for taxation purposes is not complete and correct in all respects.
- 30.7. The Client will only be eligible to use the benefits and services provided to the Client under these Terms subject to the Client's status and after the Client has complied with any relevant eligibility criteria. Details of any applicable eligibility criteria may be varied by the Bank in accordance with these Terms. If at any point, the Client fails to meet any eligibility criteria, the Bank may terminate the Agreement, stop providing the relevant Service or product or move the Client to an alternative service or product for which the Client does meet the eligibility criteria.
- 30.8. The Client acknowledges and accepts that in the event of termination in accordance with this Clause 30 of these Terms, the Client will be required to provide the Bank with Instructions as to where to transfer the assets and cash held by the Bank or any sub-custodian.
- 30.9. If the Client provides the Bank with such transfer Instructions within the period specified by the Bank, the Bank will promptly effect such

Instructions (or direct its nominee and any sub-custodian to do likewise), except that where assets are not freely transferable, the Bank will sell or liquidate them at its discretion and account to the Client in cash. The Bank is entitled to retain and/or realise (or direct its nominee and any sub-custodian to do the same) such assets as may be required to settle transactions already initiated and to pay any of the Client's outstanding liabilities.

- 30.10. If the Client does not provide transfer Instructions to the Bank within the period specified by the Bank or the Client's Instructions cannot be effected for any reason, any cash in the Client's Account may be liquidated or withdrawn and the proceeds will be sent to the Client in the form of a cheque or by direct transfer to any account held in the Client's name; and any other assets in the Client's Account may be liquidated by the Bank and the sale proceeds will be sent to the Client by cheque or by direct transfer to any account held in the Client's name. Any assets that are liquidated will be liquidated at current market prices. Liquidation of assets may be a taxable event and may incur fees.
- 30.11. The Client should consult a tax advisor to determine what result, if any, liquidation may have on the Client's tax position. Any cash or assets that remain with the Bank following termination will be held by the Bank or its sub-custodian as bare trustee and they will be entitled to levy charges for so doing. In such circumstances, the Bank will provide reasonable information in order to allow the Client to issue transfer Instructions but will provide no further analysis regarding the Client's cash or assets.
- 30.12. The Bank may, in its sole discretion, maintain Accounts for a further 90 days after the relationship is terminated to ensure that dividends, interest, coupons or other income relating to Property previously held by the Bank is collected on behalf of the Client.

### **31. Right of Set-Off**

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



## Section B

### Terms and Conditions specific to the Banking Service

Unless specified to the contrary:

this Section B contains terms which are specific to the Banking Service; *and*

references in this Section B to an Account shall be references to a Banking Account.

#### 32. The Account

- 32.1. The Bank offers Accounts subject to (i) a certain minimum monetary value requirement for the total relationship with RBC; and (ii) specific minimum opening balance and minimum ongoing balance requirements for the different types of Accounts, as set out in the Literature issued by the Bank from time to time.
- 32.2. The Bank will not open an Account or provide the Banking Service until such time as the Bank has received the duly completed Application Documents from the Client, completed to the satisfaction of the Bank and such other documentation and information as the Bank may require. In the event that monies are received by the Bank prior to the Account being opened, the Bank may at its absolute discretion return such monies. Further, the Bank may require such information to be updated or confirmed from time to time and may not be able to continue to provide services or permit transactions from Account until such time as the required information has been provided. In any such circumstances, the Bank is not liable for loss of interest, income, profit or other loss incurred or suffered directly or indirectly by any person or party that is in the process of applying to become a Client or resulting from the Bank not continuing to provide services or carry out transactions pending the provision of information by the Client and the completion of required client due diligence by the Bank.
- 32.3. The Bank may refuse to open an Account, or to accept a deposit at the Bank's absolute discretion without giving any reason, and the Bank will not enter into correspondence in these circumstances.
- 32.4. The Client acknowledges and accepts that the Bank will not establish an Account or provide any service until such time as all due diligence formalities have been completed to the satisfaction of the Bank. In particular you should note that:
- i) information and documents to verify the identity and background of the Client and all signatories and other parties to the Account will need to be provided to the Bank before an Account can be opened and such information may need to be updated at the request of the Bank from time to time for the Account to continue to be operated and/or before any amendments to the Account holders or beneficiaries of the Account may be made to it;
  - ii) the Bank may also require personal and/or financial information or documentation from the Client regarding the source of monies to be deposited in the Account or the source of the Client's wealth before an Account may be opened or operated normally. In these circumstances, the Client agrees to provide all required information or documentation that the Bank, in its absolute discretion, considers necessary or desirable for these purposes; and
  - iii) failure to provide information or documentation regarding:
  - iv) the source of monies deposited or to be deposited in the Account;
  - v) the Client's source of wealth, or
  - vi) the valid authority of any Authorised Person(s) may impact the Bank's ability to open an Account or to continue to operate an Account normally.
- 32.5. The Client agrees to provide the Bank with all information and documentation as it may reasonably require, including evidence for the verification of individual entities and satisfactory explanations of transactions in order that the Bank is able to comply with the requirements from time to time of the relevant Anti-Money Laundering Legislation.
- 32.6. The Client authorises the Bank until the Bank receives notice in writing to the contrary from the Client:
- i) to accept into the Account specified by you (or in the absence of any specification any of your Accounts) any monies tendered to the Bank, if the Bank, in its own absolute discretion, thinks fit. If a payment or any monies tendered to the Bank is in a currency other than the currency in which the Banking Account is currently maintained, then the Bank will either (i) if the amount is less than US\$25,000 (or the currency equivalent thereof) convert such amount into the currency of the Account at the Bank's exchange rate prevailing at the time of conversion; or (ii) if the amount is

greater than US\$25,000 attempt to contact the Client with a view to ascertaining whether the Client wishes to open a new Account in that currency or have the amount converted and applied to an existing Account maintained in a different currency, provided that, if the Bank is unable to reach you or does not receive a response within five days, the Bank is authorised by you at any time thereafter to convert such amount into the currency of the Account at the Bank's prevailing exchange rate at the time of conversion;

- ii) to pay, honour and debit to any Account, any orders or Instructions authorising payment whether such Account is in credit or overdrawn but without prejudice to the Bank's right to refuse to allow any overdraft or increase in overdraft;
- iii) to deliver up anything held by the Bank in the Client's name by way of security, or for collection or any other purpose; and
- iv) to make any advance to the Client by way of loan or in any manner whatsoever with or without security, but without prejudice to the Bank's right to refuse to grant such an advance.

32.7. The Client agrees that overdrafts will not be allowed unless prior arrangements have been made. Cheques may be returned unpaid in order to maintain the Account in credit or within an agreed overdraft limit. In the event of a cheque being returned unpaid, the relevant charge as outlined in the Bank's General Banking Charges document will be debited to the Account.

32.8. The Client agrees that interest will be charged on any authorised or unauthorised overdraft or other credit facility, whether the Bank agrees such overdraft or not. Interest charged on borrowing is calculated daily, and will be charged at the rate and on the periodic charging date detailed in the Literature relating to the Account, as amended or replaced from time to time or within the Facility Letter that the Bank has provided to the Client. Interest on unauthorised overdrafts will be charged at the Bank's unauthorised overdraft rate for the currency concerned, details of which are specified in the Deposit Interest Rate Sheet which can be viewed at [www.rbcwealthmanagement.com/gb/en/bank-rates](http://www.rbcwealthmanagement.com/gb/en/bank-rates). Unauthorised overdraft rates will be calculated based on the RBC Managed Rate per applicable currency plus a fixed margin. In respect of joint Accounts, the Clients hereby consent to any information provided by the Bank regarding an

overdraft being provided to only one of the joint Account holders of such a joint Account.

32.9. The Bank may pay interest on cleared credit balances provided such credit balances are above the minimum balance required to earn interest on the relevant Account (the "Applicable Minimum Balance"). For the avoidance of doubt, no interest will be earned during any period in which an Account remains below the Applicable Minimum Balance. Interest will be calculated on the basis described in the Deposit Interest Rate sheet, as amended or replaced from time to time, and will be paid (or charged in the event of negative interest rates prevailing from time to time) to the Client's Account on the dates detailed in the Deposit Interest Rate sheet. The Bank will notify Clients of up-to-date details of interest rates by displaying them on the Bank's website. They are also available by contacting your Relationship Manager. Interest rates paid on client accounts will be calculated by reference to the variable RBC Managed Rate.

32.10. The Client agrees to pay all fees and charges that apply to the Account, or the Banking Service, which may apply from time to time. The Bank may debit such charges to any Account in the name of the Client (including, but not limited to, any Banking Account). In addition, the Bank is entitled to reclaim its reasonable expenses and costs (including, without limitation, time costs and reasonable legal fees) in connection with the Account or matters relating thereto, by debiting such expenses and costs from the Account and shall give written notice to the Client of such costs and expenses. The Bank provides details of its general fees and charges in its General Banking Charges document, a copy of which is provided to the Client upon opening of the Account and is also available upon request from the Bank. The Bank will notify the Client of any change to its general fees and charges in writing, giving the Client at least 30 days' notice of any such changes.

32.11. Interest rates will be determined by RBC, are variable in nature and do not use any specific benchmark or reference rate in the calculation of the RBC Managed Rate.

### **33. Banking Services – Cheques**

33.1. Cheques in most major currencies will be accepted for the credit of an Account. These will be converted to the currency of the Account at the Bank's prevailing exchange rate at the time of conversion, and will be credited with value given in accordance with the Bank's arrangements for each currency.

- 33.2. If you wish to pay in a foreign cheque, we may choose to “negotiate” it or “collect” it:
- i) if we negotiate the cheque, we will buy it from you by paying you the amount of the cheque within ten working days of receipt. We will then obtain payment from the party upon whom the cheque is drawn (the “third party bank”);
  - ii) if we collect the cheque, we send it on your behalf to the third party bank. We will pay the amount of the cheque or Sterling equivalent thereof into your Account following receipt of the payment from the third party bank. The time taken to collect a cheque will vary depending on the third party bank involved.
- 33.3. If a third party bank later returns a cheque that has been negotiated, or asks for the monies back in respect of a cheque that has been collected, we may take the currency from your Account, or if the cheque was in another currency, such amount will either be (a) taken at the original rate of exchange (provided that the current rate of exchange will not result in an amount less the original credit being reversed) or (b) taken at the rate of exchange prevailing at the time that the cheque was returned or request received, in order to purchase sufficient currency to satisfy the claim from the third party bank. In the case of (b) the Client accepts that they are responsible for any loss arising from nonpayment of the cheque.
- 33.4. Details of the charges applicable to cheques that are negotiated or collected are reflected in the Bank’s General Banking Charges document.
- 33.5. The Client undertakes to immediately notify the Bank if any cheques or cheque books issued by the Bank to the Client are lost, mislaid or stolen.
- 33.6. The Faster Payments Service scheme (“FPS”) enables Sterling payments made by telephone, internet and standing order to be applied by the receiving bank within hours of receipt. The Bank is a participant in FPS in respect of inbound payments and can therefore receive payments of this nature via our 40-48-75 sort code. Further information can be found at [www.rbcwealthmanagement.com/gb/en/terms-and-conditions](http://www.rbcwealthmanagement.com/gb/en/terms-and-conditions) and referring to the document ‘Sending payments to Royal Bank of Canada – Channel Islands’.
- 33.7. The Bank will not accept any deposits in the form of physical cash and does not support physical cash withdrawals from its office locations in Jersey or Guernsey. The Bank will not enter into correspondence in these circumstances.
- 33.8. The Bank will periodically send to the Client statements of the Account. Statements will be dispatched as per the production cycle specified in the Literature applicable to the type of Account concerned, or on a frequency agreed with the Client, subject to a statement being sent at least annually. The Client may elect to receive online only statements via Online Services.
- 33.9. The Client agrees that the Bank may close the Client’s Account in accordance with Clause 30 at any time after providing the required notice thereunder by mail to the Client’s last address shown in the records of the Bank, and that the Bank may do this without giving the Client any reason.
- 33.10. The Client agrees that, in addition to any general lien or similar right to which the Bank as a bank or custodian, as applicable, may be entitled by law, the Bank may, at any time and without prior notice to the Client, dispose of all or any Property credited to or held pursuant to the Custody Services in a Custody Account and/ or combine or consolidate all or any of the Accounts (including, but not limited to, any Banking Account) in the Client’s name with the Bank and set off such sums or otherwise apply any such sums or appropriate them in or towards satisfaction of any liabilities owing to the Bank by the Client, whether such liabilities be actual or contingent, primary or collateral, joint or several. If the Accounts are in different currencies, the Bank may convert any such Account at a market rate of exchange in its usual course of business for the purposes of such combination of Accounts and/or the set-off. The Client agrees that it shall be a condition precedent to the Bank complying with any Instruction that there is no continuing breach by the Client of the Agreement or any agreement with any member of RBC.
- 34. Joint Accounts**
- 34.1. Instructions in respect of the operation of a joint Account and requests to borrow monies from the Bank in joint names may be given by such persons as are specified in the Application Documents.
- 34.2. Unless the joint Account holders otherwise instruct the Bank in writing, the Bank is authorised by the joint Account co-owners to accept Instructions given by one Account holder regarding a joint Account. The Bank (i) shall not have any liability for acting, or refusing to act on, or for any delay in accepting, a joint Account holder’s Instructions where Instructions are given by one Account holder only; and (ii) reserves the right to request that Instructions

from the Client be signed by all Account holders, regardless of any previous mandate that has been given to the Bank by the Client.

- 34.3. The assets or Property standing to the credit of a joint Account will belong to the joint Account holders as joint owners and in the event of the death of any of them will pass by right of survivorship to the other or others of them who survive the deceased Account holder, unless the Bank receives prior written notice to the contrary (a "Notice of Ownership in Common"), without releasing the deceased joint Account co-owner or their estate from liability for debts or overdrafts incurred prior to such joint Account co-owner's death. Unless the Bank has received a Notice of Ownership in Common, once the Bank receives evidence acceptable to us of the death, we will remove the deceased Account co-owner's name from the Account, subject to the payment of any debt owed jointly by the survivor and the deceased Account co-owner being paid in full to the Bank. Upon such removal, provided that the Bank has not received a Notice of Ownership in Common, we will be fully discharged respecting the deceased Account co-owner and his or her estate's interest in the Account. By acting on the right of survivorship, provided that the Bank has not received a Notice of Ownership in Common, we will not be liable for any loss, damage or legal costs incurred in any dispute between the estate of a deceased Account co-owner, the surviving Account co-owner(s) and/or a third party. The joint Account holders (or the survivor(s) of them) or, if the Bank has received a Notice of Ownership in Common, the estate of the deceased Account holder and the surviving Account holder, in each case, hereby jointly and severally indemnify the Bank for all liabilities, costs, expenses, damages and losses suffered or incurred arising out of or in connection with any dispute in relation to the Account, including without limitation, in connection with taking advice relating to such dispute.
- 34.4. The Bank may pass to the credit of a joint Account all monies or Property received for the Account of any one of the joint Account holders, unless marked "sole Account".
- 34.5. If any Account holder gives Instructions that conflict or appear to conflict with Instructions given by another Account holder the Bank may refuse to act on any Instructions until the conflict is resolved.
- 34.6. Where an Account is in the name of more than one person, all parties to the Account shall be jointly and severally responsible for the repayment of monies borrowed from the

Account and the discharge of liabilities incurred to the Bank (including, without limitation, interest, costs, charges and expenses).

### 35. Instructions relating to the Banking Service

- 35.1. Instructions from the Client in respect of the Banking Service may be given in one of the forms stated below:
- i) **In writing**  
Instructions may be given to the Bank in writing by post, courier or hand delivery (excluding fax or email), stating the name and account number of the Account by way of identification and signed by the Client or by the Authorised Person(s) in the English language and in a form acceptable to the Bank.
  - ii) **By fax**  
Instructions may be given by electronic fax transmission in the English language and in a form acceptable to the Bank, signed by the Client or the Authorised Person(s), by way of identification stating the name and account number of the Account. The Bank shall not be liable for refusing to act on an Instruction given in this manner if it cannot confirm the authenticity of the Instruction to its sole satisfaction.
  - iii) **By using the Bank's Online Services**  
In the event that the Client has subscribed to the Bank's Online Services, then Instructions may be given by the Client using Online Services.
  - iv) **By telephone**  
The Bank may, at its discretion, accept certain types of Instruction over the telephone provided that the Client gives, by way of identification, his/her name and password (if any) or any other requested forms of identification satisfactory to the Bank. The Client specifically empowers the Bank to record his/her Instructions given by telephone to the Bank. The recording may be used in court as evidence as if it were a written document. The Client may alter his/her password on written request to the Bank. The Bank shall not be liable for refusing to act on an Instruction given in this manner if it cannot confirm the authenticity of the Instruction to its sole satisfaction.
  - v) **By email**  
The Bank may, at its absolute discretion and subject to appropriate verification,

accept email Instructions relating to (a) the internal transfer of funds between Accounts or (b) foreign exchange transactions where the currency being sold is held on an Account maintained with the Bank or (c) the Client's Account or services (including but not limited to fund settlement). The Bank shall not be liable for refusing to act on an Instruction given in this manner if it cannot confirm the authenticity of the Instruction to its sole satisfaction.

- 35.2. The Bank shall at all times be entitled to request alternative or additional proof of authenticity of the Client's Instructions as the Bank may, at its discretion, require.
- 35.3. The Client confirms that the Bank shall in no circumstances whatsoever be held liable for acting in accordance with Instructions given to the Bank by any of the above methods of communication emanating or purporting to emanate from the Client or Authorised Persons.
- 35.4. In the absence of gross negligence the Bank will not be liable for any direct loss or damage or loss of profit incurred by the Client arising directly or indirectly out of the Bank acting on Instructions received by fax, telephone, or email. In particular, the Client acknowledges that security of Instructions given by fax, telephone or email cannot be guaranteed and/or is vulnerable to abuse by unauthorised parties, there is a risk that communications may not operate free from error or interruption, there may be delays in the transmission of communications to or from the Bank caused by any internet services provider or by software failure or by any other third party. The Bank shall under no circumstances be responsible for any loss of profit, or indirect or consequential loss.
- 35.5. Any confirmation of Instructions shall clearly indicate that it is a confirmation of previously-given fax or telephone Instructions, failing which the Bank shall in no case be held responsible for any duplicate execution of Instructions.
- 35.6. Although Instructions may be given to the Bank outside its normal banking hours in Jersey and Guernsey, they will only be carried out during its normal banking hours (which are 9:00am to 5:00pm on Business Days) and Instructions with a foreign element will only be carried out on days when relevant commercial banks are open for business in the foreign country concerned. The Client acknowledges that if certain Instructions are received after 11.00am, they may not be acted upon until the next Business Day.
- 35.7. The Bank is entitled to postpone the execution of payment Instructions against uncleared funds which may have been credited to an Account and to refuse to act upon unauthenticated Instructions.
- 35.8. The Client agrees to keep any password and/or access code secret at all times and not to allow anyone else to use it. If the Client believes that any password and/or access code has become known to a person other than the Client, the Client agrees to advise the Bank immediately and if necessary, write to the Bank to change the password and/or access code.
- 35.9. The Client agrees that the Bank may act on any Instructions given pursuant to this Section 35 without making any enquiries as to why such Instructions were given.
- 35.10. The Bank may refuse to carry out an Instruction without explanation to the Client where, in the Bank's sole opinion and judgement, to do so would or might be contrary to any applicable regulations or regulatory guidelines or relevant laws.
- 35.11. With respect to fax or telephone Instructions subsequently confirmed in writing, should there be a conflict between the Bank's interpretation of the fax or telephone Instructions and the written Instructions later received, the Bank shall be entitled to rely on the fax or telephone Instructions, without any liability for mistake or error.
- 35.12. The Client agrees that in the event that the Bank receives any ambiguous or conflicting Instructions regarding any Account or the Property, the Bank shall be entitled to act or decline to act as the Bank sees fit without incurring any liability to the Client.
- 35.13. Where a Visa debit card has been issued to you in connection with an Account, subject to the Terms of card use in Section 37 below, we will treat your PIN (personal identification number) as your Instruction whenever it is used with your Visa debit card and any Instructions received or transactions completed using your Visa debit card with your PIN will have the same legal effect as if you signed a written Instruction to us. For certain transactions, we may allow you to use your Visa debit card without providing us with your PIN. For these transactions, you will have the same rights and responsibilities as if you had used your Visa debit card with your PIN.
- 36. FX Transactions relating to the Banking Service**
- 36.1. The Bank may from time to time upon request quote a rate for an FX Transaction or Forward FX Transaction. The Bank may execute an FX Transaction or Forward FX Transaction based

upon Instructions received from the Client (and subject to Clause 36.2 below), or without Instructions from the Client in order to apply monies to an Account which have been received by the Bank in a currency other than that in which the Account is maintained.

- 36.2. In the event that the Client wishes to engage in a Forward FX Transaction, the Bank will consider each request on a case by case basis. If the Bank agrees to quote for a Forward FX Transaction, the Client shall be required to complete certain additional documentation or provide information pertaining to the proposed transaction as determined by the Bank, prior to the Forward FX Transaction being executed. Additional collateral may also need to be provided by the Client in support of the Forward FX Transaction.
- 36.3. The Bank will determine, at its absolute discretion, the quoted rate for each FX Transaction and Forward FX Transaction based upon the size of the transaction and the market rates and conditions prevailing at the time the quote is given, and will not be required to disclose or account for any trading profit (i.e. the margin or rate spread) that it makes or may earn on any particular FX Transaction or Forward FX Transaction.
- 36.4. The Bank may from time to time enter into arrangements with other financial institutions which allow the Bank to receive fee revenue or Permissible Commission in respect of FX Transactions or Forward FX Transactions executed by the third party financial institution on behalf of clients of the Bank.
- 36.5. The Bank may at its absolute discretion refuse to enter into FX Transactions or Forward FX Transactions, including (but not limited to) where one or both of the relevant currencies is subject to exchange controls, capital controls or other regulatory restrictions affecting the delivery of such currency (including, where such transaction does not involve the actual delivery of such currency).

### **37. Issue of Visa debit cards by the Bank**

#### **37.1. The Card**

- 37.1.1 Visa debit cards are provided on certain types of Account, subject to the minimum balance requirements and other relevant criteria as detailed in the Literature issued by the Bank from time to time.
- 37.1.2 The Client must sign the Card immediately when it is received.

- 37.1.3 The Card belongs to the Bank. If the Bank asks for it back it must be returned immediately, cut in half across the magnetic stripe.
- 37.1.4 A person acting for the Bank may recover or retain the Card.
- 37.1.5 Programmes and data on any integrated circuit (chip) in the Card are also the property of the Bank.
- 37.1.6 The Card is only valid for the period shown on it. It must not be used outside that period or if the Bank has asked for it back.
- 37.1.7 The Bank may cancel or suspend the use of the Card at any time and without prior notice. The Bank will confirm such cancellation or suspension to the Client in writing. The Card number should not be used once the Card has been cancelled.
- 37.1.8 If the Card expires, is lost or stolen, the Bank may provide a new Card.
- 37.1.9 The Client must not allow any other person to use the Card or the Card number and the Client must always keep them safe.
- 37.1.10 The Card is subject to a daily and aggregate payment limit. Please speak to your Relationship Manager for more information.
- 37.1.11 In the event that the Card is cancelled, either by the Bank or the Client, the Bank reserves the right to retain any funds standing to the credit of the Account until such time as all outstanding Card Transactions (as defined in Clause 37.3) have been processed.
- 37.2. Personal Identification Number (PIN) for use with a Card**
- 37.2.1 On receipt, the Client must memorise the PIN provided by the Bank to the Client and then destroy the slip on which it is printed.
- 37.2.2 The PIN must be kept secret. The Client must not let anyone else know it or use it.
- 37.2.3 The Client must not write the PIN on the Card or anything that is at any time kept with the Card. The Client must not write the PIN down in a way that would enable someone else to recognise that it was a PIN.
- 37.3. Card Transactions**
- 37.3.1 The Card or Card number can be used to make or authorise payments to Retailers who accept the Card (for example a payment for goods or services supplied to the Client). The Card and PIN can be used in cash machines that accept the Card, when they are operating, to obtain cash. In this section, use of the Card in either of these ways is called a "Card Transaction".

37.3.2 Once the Card has been used for a Card Transaction, the Card Transaction cannot be stopped.

37.3.3 If, on receipt of your Bank statement, an item recorded against the Card appears to be incorrect, you should contact the Bank immediately.

37.3.4 The Bank will convert Card Transactions originally carried out in a different currency to the currency of the Card and/or the Account. The exchange rate used is a combination of (a) the rate that is set by Visa and (b) an additional percentage charge applied by the Bank as detailed in the Bank's General Banking Charges document.

37.3.5 If the Card is used to draw cash from a cash machine operated by another bank, there may be a handling charge applied by that bank.

37.3.6 If the Card is used to draw cash from a cash machine, the Bank will deduct from the Account the amount dispensed, plus any handling charge payable as described in Clause 37.3.5 above. In addition, the Bank will levy a fee for each such withdrawal (as detailed in the Bank's General Banking Charges document), which will be taken in the currency of the Account. This applies whether or not the Account is overdrawn or becomes overdrawn as a result.

37.3.7 The Card and PIN can also be used in some cash machines to obtain information about the Account.

37.3.8 The Bank is not liable if any other bank, Retailer, terminal or other machine does not accept the Card and is not liable for any loss or damage resulting from the way in which the decision to not accept the Card Transaction is communicated to you.

37.3.9 The Card has a daily and aggregate payment limit. Please speak to your Relationship Manager for more information.

#### **37.4. Liability for unauthorised transactions**

##### **37.4.1 The Bank's liability**

37.4.2 The Bank will be responsible for any monies lost as a result of the Card being lost or stolen in dispatch from the Bank to the Client's normal mailing address or to any other address to which the Client instructs the Bank to send the Card. The Bank will be responsible for any monies lost as a result of use of the Card without the Client's authorisation, which takes place:

- i) after it has been reported to the Bank by the Client that the Card has been lost or stolen or is suspected of having

been misused, copied, cloned, or some unauthorised use has been made of the Card or Card details; or

- ii) after it has been reported to the Bank by the Client that the PIN is known or suspected of being known by someone else,
- iii) in each case unless the Bank can show that the Client has acted fraudulently or otherwise contrary to the provisions of these Terms. Where the Bank is responsible for monies lost under this Section, the Bank shall not be liable for any loss of profit, consequential loss or indirect loss. The Bank will credit the Account with any amount for which the Bank is responsible pursuant to this Clause 37.4.1, including any related interest and charges.

##### **37.4.3 The Client's liability**

37.4.4 The Client will be responsible for any monies lost by any other person including the Bank, as a result of the use of the Card without the Client's authorisation:

- i) before it has been reported to the Bank that the Card has been lost or stolen or is suspected of having been misused, copied, cloned or some unauthorised use has been made of the Card or Card details; or
- ii) before it has been reported to the Bank that the PIN is known or suspected of being known by someone else; or
- iii) if the Bank can show that the Client has acted fraudulently, negligently or otherwise contrary to the provisions of these Terms.

37.4.5 The Client's responsibility for losses pursuant to this Clause 37.4.3 will be without limit but the Bank may at its absolute discretion waive payment of the amount for which the Client is liable to the Bank. The Client's liability may nevertheless be limited by law.

37.4.6 Issue of credit/charge cards by parties other than the Bank

37.4.7 The Bank may from time to time offer certain types of Account which, subject to the minimum balance requirements specified for that type of Account in the Literature issued by the Bank, provide the Client with the opportunity to apply for and use a credit or charge card issued by a party other than the Bank ("Third Party Card") in connection with the Account. The Client acknowledges that in the event that a Client's application for a Third Party Card is successful, then (i) the Third Party Card will be subject to the specific terms and conditions of the relevant card issuer; and (ii) the Bank has the right to

instruct the relevant card issuer to cancel such card(s) issued to the Client or other persons should the Client fail to meet the applicable minimum balance requirement for the type of Account concerned. The Client further agrees that in the event that cancellation of any such card is requested either by the Client, the Bank or the relevant card issuer, the Bank may retain certain funds standing to the credit of the Client's Account for a minimum period of two months from delivery by the Client of that card to the Bank or the relevant card issuer, in order to facilitate settlement of any outstanding Card Transactions. The amount of funds to be retained will be based upon the value of the credit or charge limit on the Card, and will be calculated in the manner outlined in the Literature (relating to the use of such cards in connection with the type of Account concerned) provided to the Client. The funds held on the Client's Account will continue to be eligible for the payment of interest subject to the conditions outlined in Clause 32.9.

### **38. Client representations and warranties relating to the Banking Service**

38.1. The Client makes the following representations and warranties on the date of its signing the Application Documents and on such date and for so long as the Agreement is in place, and at all times where appropriate, undertakes to the Bank the following:

- i) the Client has full and unrestricted power, authority and requisite legal capacity to apply to the Bank for, and to operate, an Account and to enter into and perform the Agreement;
- ii) the monies or Property which the Client wishes to deposit in the Account do not represent the proceeds of a criminal act and are free from all security interests, liens, charges, mortgages, encumbrances and other third party interests whatsoever (the "Encumbrances"), and the Client undertakes that no Encumbrances will arise from any acts or omissions on the part of the Client other than as agreed between the Bank and the Client from time to time;
- iii) unless the Client has notified the Bank in writing that the Client is acting on behalf of any third party or parties and has provided the Bank with the name or names of the third party or parties concerned, the Client is not operating the Account on behalf of any third party or parties and is the legal and beneficial owner of the Account;

- iv) any information which the Client has provided to the Bank in relation to the Client's status, residence and domicile for taxation purposes is complete and correct in all respects, and the Client agrees to provide any further information as the Bank may require;
- v) the Client will notify the Bank promptly if there is any material change in any information the Client has provided to the Bank pursuant to the Agreement, and will provide such other relevant information as the Bank may from time to time request. The Client acknowledges that any failure to provide such information may adversely affect the operation of the Account and the ability of the Bank to continue to provide an Account;
- vi) the Client has not given the Bank any Instructions that will require or involve any unlawful act or contain any falsehood and all information given will be accurate and not misleading; and
- vii) the Client will comply with all filing requirements in any applicable jurisdiction and pay all taxes and governmental dues payable by the Client in connection with the Account.

38.2. The representations and warranties contained in Section 38 will be deemed to be repeated by the Client each time the Client enters into a dialogue or correspondence with the Bank or remits new monies or Property to the Account.

### **39. Client acknowledgements relating to the Banking Service**

39.1. The Client acknowledges and accepts that:

- i) the Client is responsible for verifying the correctness of each statement or any other document reflecting information regarding monies or Property held in the Account received from the Bank and is required to notify the Bank within 60 days of the receipt of each such document of any alleged omissions from, or additions wrongly made to, or inaccurate entries in, the Account.
- ii) the Client is responsible for verifying the correctness of all confirmations and/or advices received from the Bank relating to any FX Transaction, Fixed Deposit or any other transaction (including orders to purchase or sell a holding in funds) effected by the Bank on behalf of the Client and is required to notify the Bank within 48 hours of the receipt of each such document of any



alleged inaccuracies or any transaction or Fixed Deposit that has not been effected in accordance with the Client's Instructions.

- iii) in the event that the Bank effects a payment based upon Instructions received from the Client and all or part of the monies relating to said payment are either seized in transit or subsequently held by a third party financial institution or a government body due to sanctions or any law or regulations applicable in a foreign jurisdiction, then the Client is responsible for the loss of all or part of the monies or for the loss of any interest until such time as the monies are returned to the Bank.

39.2. The Client acknowledges and accepts that if the Bank suspects or has been notified that:

- i) the Account is being used for illegal purposes; or
- ii) there is a dispute over the ownership of part or all of the Account; or
- iii) any monies or Property held by the Client are not owned by the Client; or
- iv) any monies or Property held by the Client appear to be connected to any individual or entity that is the subject of a regulatory or international sanction; or
- v) there is a dispute between joint Account holders or the officers or owners or beneficiaries of the Client (where it is a corporate body or acting as trustee, as applicable); or
- vi) there is a death, incapacity, insolvency, bankruptcy, winding up, declaration of *désastre* or dissolution of or in respect of the Client; or
- vii) the execution of an Instruction could expose the Bank to civil or criminal proceedings in any jurisdiction,
- viii) then, until the matter is resolved to the Bank's satisfaction, the Bank may freeze the Account in whole or in part and refuse to carry out transactions or otherwise act on Instructions from the Client in relation to the Account normally until the matter is resolved to the Bank's satisfaction. In such circumstances, the Bank shall incur no liability for any direct or indirect or consequential loss, damage or loss of profit to the Client or any other person.

39.3. The Client acknowledges and accepts that:

- i) the Bank reserves the right to refuse to provide or continue to provide an Account that the Client wishes to operate on behalf of any third party or parties at the Bank's sole and absolute discretion. The Bank may do this without giving the Client any reason.
- ii) the Bank has the authority to correct any errors which may occur in respect of the Account without the Client's further authority.
- iii) the Client must ensure the name of the Bank or any other company within RBC does not appear in any promotional literature, any document or any advertisement issued on behalf of the Client, without the prior written approval of the Bank.

39.4. The Client acknowledges and agrees that the Client has taken independent tax advice in connection with the Client's obligations and liability (if any) to account to the revenue authorities in the Client's country of domicile or residence in relation to the establishment of an Account and any transactions that the Client proposes to effect with the Bank.

39.5. The Bank is a Non-Withholding Qualified Intermediary (as the term is used by the US Internal Revenue Service) and maintains various tax pools and segregated accounts with its upstream custodians/agents based upon underlying clients' US tax circumstances. As a result, it is the sub-custodians that act as Primary Withholding Qualified Intermediaries (as the term is used by the US Internal Revenue Service) whom the Bank is reliant upon to deduct and remit US withholding tax to the US Internal Revenue Service.

## Section C

### Terms and Conditions specific to the Custody Service

Unless specified to the contrary:

this Section C contains terms which are specific to the Custody Service: *and*

references in this Section C to an Account shall be references to a Custody Account.

#### 40. The Service

40.1. The Bank offers its Custody Service (which is described in Clause 40.5) from its office in Jersey and its branch in Guernsey. The Bank will not provide the Custody Service until such time as the Bank has received the duly completed Application Documents for the Custody Service from the Client, completed to the satisfaction of the Bank, and such other documentation and information as the Bank may require.

We are required by the Licensees (Conduct of Business) Rules 2016 (the **Guernsey Rules**), as amended, re-enacted or modified from time to time and the Investment Business Code of Practice published by the Jersey Financial Services Commission (the **Jersey Rules**) to categorise our clients.

The categories provided for under the Guernsey Rules are Retail Client, Professional Client and Eligible Counterparty and the categories provided for under the Jersey Rules are Retail Client, Professional Client and Elective Professional Client.

Unless otherwise agreed between the Client and the Bank, we will treat you as a Retail Client. The effect of this categorisation is to set the degree of client protection you receive under the Guernsey Rules and/or the Jersey Rules. The client protections under each categorisation are as set out in the Guernsey Rules and/or the Jersey Rules and your Relationship Manager can provide you with a copy of the Guernsey Rules and/or the Jersey Rules upon request.

Under the Guernsey Rules you have the right to request a different categorisation and under the Jersey Rules you have the right to request to be categorised as an Elective Professional Client. Should you wish to be re-categorised from a Retail Client, please notify us in writing. Please contact your Relationship Manager for more information.

40.2. The Client will be required to specify in the Application Documents the Base Currency in which all Property held in the Account is to be expressed in when Valuations are prepared by the Bank for the Client.

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

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

40.5. The Custody Service allows the Client to hold a wide range of assets and investments (including for example equities and bonds, among others) as permitted by the Bank from time to time and specified in the Literature relating to the Custody Service. Charges are levied in accordance with the Fee Information Document.

40.6. Cash Accounts to hold the Client's cash pursuant to the Custody Service will be opened as requested from time to time by the Client.

40.7. Valuations are provided quarterly (as at 31st March, 30th June, 30th September and 31st December) or on the frequency agreed with the Client. The client may elect to receive such Valuations in a paperless format via the Online Services

40.8. Valuations produced by the Bank and provided to the Client from time to time may include market price information ("Market Price Data") that has been provided to and used by the Bank under a license agreement granted by a third party. The Client acknowledges and accepts that the Client may only use such Market Price Data for their own internal purpose. The Client also warrants that the Client will not (i) copy the Market Price Data; (ii) distribute, disclose, disseminate or communicate the Market Price Data to any third party by any means whatsoever, for any reason; or (iii) create any derivative works from the Market Price Data or remove any proprietary markings from the Market Price Data.

40.9. The Client acknowledges that the Bank will hold any Property as nominee and bare trustee for

the Client and that the Bank will not be liable for any depreciation in the value of the Property.

40.10. The Bank will at the request and cost of the Client transfer the Property to such persons or otherwise deal with the Property at such times and in such a manner as directed by the Client or the Authorised Person(s) and will at all times execute such documents and do all such acts and things as may be necessary to procure the appropriate registration or completion of any formalities to give effect to any such transfer or dealing.

40.11. In the absence of instructions to the contrary, the Bank shall:

- i) hold all registered securities in the name of the Bank or its nominees or its sub-custodians or in such other name as may be appropriate under the laws of the countries having jurisdiction over the issuers of the relevant securities; and
- ii) collect, receive and hold dividends, interest, coupons and other income and other payments of any kind with respect to the Property; and
- iii) execute ownership and other certificates and affidavits in connection with the collection of dividends, interest, coupons and other income, setting forth in any such certificates or affidavits the name of the Client as the beneficial owner of the Property; and
- iv) present for payment all coupons and other income payments requiring presentation; and
- v) present for repayment any Property that may mature or be called, redeemed or retired or otherwise become repayable.

#### 41. Right to refuse delivery

41.1. The Bank shall have the right at any time to refuse to accept delivery of any Property, which is:

- i) nil or partly paid or which in the opinion of the Bank may involve the Bank in any liability (contingent or otherwise) or is otherwise of an onerous nature; or
- ii) delivered to the Bank and not properly identified as for the Account of the Client or in respect of which Instructions have not been received; or
- iii) of a type or classification that the Bank is not willing to hold within the Custody Service.

#### 42. Trade execution by the Client with a third party

42.1. In the event that the Client arranges to purchase or sell a security or other tradeable instrument directly with a third party broker (each a "Trade"), then the Client will be required to provide details of the Trade to the Bank in the manner and within the deadlines prescribed by the Bank from time to time and outlined in the Literature relating to the Custody Service. The Client is responsible for ensuring that (i) sufficient funds are held in their account to cover any Trade relating to purchases; and (ii) the appropriate security or transferable instrument is held in their account relating to any sales. Trades relating to purchases will be processed by the Bank for contractual settlement whereas Trades relating to sales will be settled on a delivery versus payment basis (i.e. a trade is subject to the condition precedent that the cash in respect of the sale is received from the third party broker). For avoidance of doubt, no purchase will be effected based on the anticipated settlement of a preceding sale of a non-exchange traded asset. Please note that (i) delivery of shares is conditional and reliant on timely settlement by the broker and (ii) the Bank reserves the right to cancel and reverse entries for any unmatched trades that remain outstanding for more than 14 days.

#### 43. Transactions across Client Accounts

- 43.1. Any form of dividend, other income, redemption or other capital due in respect of Property held by the Bank for the Client will be processed by the Bank on a receipt only basis.
- 43.2. The Bank reserves the right to correct or reverse a capital transaction, dividend or other income entry in the event that revised details are subsequently received from the market or paying agent.

#### 44. Not used

#### 45. Proper Instructions Relating to Custody Services

45.1. The Client acknowledges that in the event that any demand is made against the Bank or its nominees, sub-custodians or agents in its capacity as the registered owner of the Property for payment of any sum due or the Bank requires any Instructions from the Client in the event of a corporate action and the Bank is unable to obtain such an Instruction from the Client which the Bank in its absolute discretion considers adequate and proper, then the Bank may proceed in any one or more of the following ways:

- i) take no action on a particular matter;
- ii) take no further action at all in relation to the Property;
- iii) seek guidance from the agent or take up the default option offered by the agent (if one is provided);
- iv) utilise any part of the Property in or towards the satisfaction of any such demand; or
- v) transfer all or any part of the Property into the name of the Client,
- vi) provided that the Bank has provided the Client with notice that the provisions of this Clause shall apply and the Client has not taken such action that was specified in the notice within the timescale specified by the Bank. The Client further acknowledges that no liability shall attach to the Bank in respect of or arising out of any action or inaction which the Bank may take or not take in accordance with the provisions of this Section. For the avoidance of doubt, any action taken by the Bank as a result of the non-receipt of the required Instructions from the Client does not constitute the exercising of discretion by the Bank for the purposes of investment business regulations.

45.2. The Client agrees that the Client shall not request the Bank to carry out any Instruction in relation to the Property that contravenes:

- i) any law whatsoever governing the issue or transfer of the Property; or
- ii) any code or regulation governing the dealing of securities or other assets.

#### **46. Appointment of third parties**

46.1. The Client agrees that the Bank may appoint nominees, sub-custodians and agents in any part of the world in connection with the performance of any of the Bank's obligations under these Terms and the Bank shall not incur any liability whatsoever arising from the negligence, fraud or default of any such nominee, sub-custodian or agent appointed in good faith. The Bank will exercise the appropriate skill, care and diligence required by the Rules in assessing the suitability of any sub-custodian at the time of the selection of the sub-custodian and will repeat its enquiries at reasonable intervals to satisfy itself as to the ongoing suitability of such sub-custodian. The Bank will monitor the performance of the sub-custodian in accordance with the Rules.

46.2. The Client acknowledges that the Bank will not (and will ensure as far as possible that any nominee, sub-custodian or agent will not on behalf of the Bank) exercise any voting rights in respect of the Property unless the Client has in advance provided the Bank with Instructions to exercise such voting rights.

#### **47. Fractional share entitlements**

47.1. The Client acknowledges that cash in lieu of fractional share entitlements which may arise from corporate actions concerning the Property, including but not limited to those described in Section 49, will be credited to the Client's Account, subject to a minimum of £10 per entitlement or the currency equivalent thereof. Amounts of less than £10 or the currency equivalent thereof will not be allocated to the Client and will be retained by the Bank. Fractional share entitlements (a portion of a stock that is less than one full share) received by the Bank as a result of an omnibus account holding (used to hold the securities of a number of clients on a collective basis) will be donated to ShareGift wherever possible. ShareGift is a registered charity that provides a solution to small shareholdings – too small to sell, but can be transferred free of charge to ShareGift who aggregate and sell to benefit of different registered charities

#### **48. Reporting obligations**

48.1. Unless previously agreed between the Client and the Bank, the Bank will not forward to the Client any annual or periodic reports, notices or other communications received in connection with the Property. This Clause 48.1 shall not apply to the extent that the Bank is required by applicable law or regulation to ensure that any such annual or periodic reports, notices or other communications are forwarded to you, in which case the Bank shall comply with its legal or regulatory obligations in this respect.

#### **49. Limiting our liability**

49.1. The Client acknowledges that although the Bank will make all reasonable efforts to forward via Online Services or SWIFT any proxies, notices or other communications received by the Bank in connection with any tender offer, reorganisation, merger, consolidation, rights issue, stock dividend, stock split or other similar event concerning the Property, the Bank shall not be responsible or accept any liability for any failure to forward any such communications in sufficient time to allow the Client to provide Instructions to the Bank regarding the matter.

- 49.2. Instructions in respect of corporate actions may only be provided to the Bank via Online Services or SWIFT. The Bank will not act upon any Instruction which is unclear or incomplete.
- 49.3. You shall indemnify the Bank for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Bank arising out of or in connection with the Bank's, or its agents', actions properly taken in accordance with the Agreement where a third party (including without limitation, any liquidator, administrator, bankruptcy trustee or similar insolvency official from any jurisdiction including, in Jersey, the Viscount of the Royal Court of Jersey) has made a claim against the Bank in relation to the Custody Service (including, without limitation, claims for avoidance or claw back of transactions at an undervalue, or analogous claims, made in respect of Property held or formerly held pursuant to the Custody Service). You acknowledge that in providing the Custody Service, the Bank does not have any contractual obligation or duty of care to investigate or make inquiries regarding the value of the Property or any valuation of the Property provided by a third party in respect of the Property, and you agree to waive any liability of the Bank to the fullest extent permitted under applicable law, other than to provide such information as agreed under Clause 40.9 hereof and to hold such the Property as nominee or bare trustee for you, subject to Clause 40.9 and 40.10.
- 49.4. To the extent permitted by law, you agree that the indemnity and waiver of liability set out in Section 49 shall apply equally to RBC as to the Bank.
- 50. Designated Markets / Risk Warnings**
- 50.1. The risks arising out of custody in Designated Markets (including risks relating to the sub-custodian arrangements) are significantly greater than they would be in relation to more established markets. Further to other provisions and disclosures in these Terms relating to Designated Markets where the Bank is providing custodial services (whether directly or through a sub-custodian) in respect of any assets, some of the specific liabilities or responsibilities which are contemplated by these Terms shall not apply to such services, as set out in this Section 50.
- 50.2. Without limiting the foregoing, to the extent that the Bank employs agents to perform in the Designated Markets any of its obligations under these Terms, the Bank will not be responsible for any act, omission or default of any such agent (other than its affiliates or nominees) in its performance, and any negligence, willful misconduct or lack of good faith of such an agent will not constitute the negligence, willful misconduct or lack of good faith of the Bank for purposes of these Terms. However, for greater certainty, nothing in this Clause 50.2 is intended to limit the responsibility of the Bank under these Terms for the selection and on-going monitoring of such agents in accordance with its standard of care.
- 50.3. The Client acknowledges and agrees that it (and/or its managers or advisors) is responsible for apprising itself of the specific risks involved in the investment and custody of securities in all jurisdictions and/or markets in which the Client or the Client's assets are located from time to time, and it agrees that the Bank does not bear any responsibility related thereto. As part of this responsibility, the Client (and/or its managers or advisors) should apprise itself of the specific additional risks in the Designated Markets, including seeking the consultation of one or more investment advisors experienced in the business structures and practices encountered in the relevant Designated Markets.
- 50.4. The Bank will provide the Client with information regarding operating procedures and additional risks in relevant Designated Markets (in the case of additional risks, to the extent it becomes aware of such risks). Such information will be supplied in accordance with these Terms, and should be read and considered carefully by the Client, but always in the context of the independent investigation carried out by the Client (and/or its managers or advisors) of the matters referred to in this Section 50. The Bank does not verify such information and makes no representations or warranties whatsoever in respect thereof.
- 50.5. The Bank shall not be obliged to bring, defend or to otherwise act in relation to a claim in a Designated Market. The Client agrees that the Bank shall not be liable under any circumstances whatsoever for any loss whatsoever which the Client may incur in relation to a claim arising in or in connection with a Designated Market.
- 51. Notices issued under the Companies Act of the United Kingdom and analogous legislation of other jurisdictions**
- 51.1. Under the UK Companies Act 1985 and/or the UK Companies Act 2006, and under analogous

legislation, rules or regulations of other jurisdictions, the Bank may be requested to divulge to a company or its agent the identity of those who the Bank knows or has reasonable cause to believe to be interested in any of that company's shares. The Bank may be deemed to be interested in shares even if interested only in the capacity of nominee. As such, we can be requested to give identity and address details of the true owners of shares, so far as is within our knowledge. The Bank's policy is not to disclose such information on receipt of a notice issued under the above Acts until such time as we receive a telephone or written authority from the Client to do so. Should the Client decide to not give this authority, a company may impose restrictions, which can include withholding of dividends or other rights or otherwise disenfranchising the shareholder. The exception to this statement is any asset captured by the Shareholder Rights Directive (SRD II) where there is a requirement by law to disclose beneficial owner details to the issuer and / or their agent upon request.

## **52. Central Securities Depository Regulation (CSDR) Settlements Discipline Regime (SDR)**

- 52.1. Effective 1st February 2022, compensation and/or penalties arising from Central Securities Depository Regulation (CSDR) Settlements Discipline Regime (SDR) will be applied by month end following the actual settlement date as a net amount per trade, unless subject to a broker claim. Compensation credits will be applied to the nominated settlement account. Penalties will be assessed to establish party at fault prior to debits being applied to accounts. Compensation and/or penalties will not be applied if the client allocation is less than 0.01 in the denominated currency of the settlement account.

## **53. Funds Placement Service**

- 53.1. The Bank offers a fund placement service for custody clients. This service has specific Factsheets which are updated regularly and can be found at <https://www.rbcwealthmanagement.com/gb/en/terms-and-conditions>.

## Section D

### Terms and Conditions Specific to Investment Services

Unless specified to the contrary:

this Section D contains terms which are specific to the Investment Services: *and*

references in this Section D to an Account shall be references to an Investment Account.

#### 54. Introduction

- 54.1. For ease of reference, the terms governing the Investment Services are arranged into the following parts. Part A – Investment Service Specific Terms sets out terms which are unique to the relevant Service described in the heading of each Section in that part. Part B – Common Investment Service Terms deals with the terms that generally pertain to transactions carried out in your Investment Account, and withdrawals from your Investment Account as well as other terms which are common to the Investment Services we provide. The overarching General Terms and Conditions above provide the main contractual terms which govern our relationship with you. You should carefully read both these Terms and the Fee Information Document before you complete the Application Documents. By signing the Application Documents, you confirm that you agree to these Terms. You should retain a copy of these Terms and the Fee Information Document for future reference.
- 54.2. There are several risks involved in any investment. Please take time to read Schedule 1, which contains information on some of the general risks of investing. Your Relationship Manager or designated investment professional will discuss these and other risks with you.
- 54.3. As part of the account-opening procedures you indicate which Investment Service(s) you require. You also have the opportunity to state limits and requirements that you wish us to observe. Where we provide our Discretionary Investment Management Service or our Offshore Advisory Service we will also provide our Custody Service in respect of your Investment Account unless, in exceptional circumstances, other custody arrangements are mutually agreed. Our Dealing Service is provided in connection with the Offshore Advisory Service or if you purchase Trade Execution Investments while receiving our other Services under these Terms. We will record the assets and cash which are the subject of the Portfolio Consulting Group Service in a separate Investment Portfolio which is distinct from the Investment Account we maintain for the other Investment Services under these Terms.
- We are required by the Licensees (Conduct of Business) Rules 2016 (the **Guernsey Rules**), as amended, re-enacted or modified from time to time and the Investment Business Code of Practice published by the Jersey Financial Services Commission (the **Jersey Rules**) to categorise our clients.
- The categories provided for under the Guernsey Rules are Retail Client, Professional Client and Eligible Counterparty and the categories provided for under the Jersey Rules are Retail Client, Professional Client and Elective Professional Client.
- Unless otherwise agreed between the Client and the Bank, we will treat you as a Retail Client. The effect of this categorisation is to set the degree of client protection you receive under the Guernsey Rules and/or the Jersey Rules. The client protections under each categorisation are as set out in the Guernsey Rules and/or the Jersey Rules and your Relationship Manager can provide you with a copy of the Guernsey Rules and/or the Jersey Rules upon request.
- Under the Guernsey Rules you have the right to request a different categorisation and under the Jersey Rules you have the right to request to be categorised as an Elective Professional Client. Should you wish to be re-categorised from a Retail Client, please notify us in writing. Please contact your Relationship Manager for more information.
- 54.4. If at any time you wish to change the Services we provide, or any of the limits and requirements you impose, you should contact us in one of the ways referred to in Clause 10 of these Terms. We reserve the right to ask you for additional information to that provided in the Account-opening procedure at any time in order to provide our Investment Services. We rely on information you provide to us in response to such requests or in the Application Documents when providing you with our Investment Services.
- 54.5. Where we merely explain the term of an investment product or its performance characteristics, this does not in and of itself constitute advice on the merits of a transaction in the investment product.
- 54.6. You should note that:
- i) the Investment Services may not be available to clients resident in certain jurisdictions. For example, we do not provide the Investment Services to residents of Canada or the USA and should you engage us whilst residing overseas and subsequently relocate to either Canada or the USA or any other jurisdiction in

which the relevant Investment Service is not available, then we will be unable to continue to provide the Investment Service to you. This may result in you having to liquidate some or all of your portfolio; and

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

### Part A – Investment Services Specific Terms

#### 55. Discretionary Investment Management Service

- 55.1. Once we have agreed to provide the Discretionary Investment Management Service to you and received your Client Questionnaire, you shall place with us a cash sum (or assets that are acceptable to us) for investment in the Investment Account designated for this Service. The cash (or assets) must meet the minimum sum (or equivalent value) specified by us from time to time as being required for provision of the Discretionary Investment Management Service. Details of the minimum sum for the establishment of a new Investment Account for this Service are set out in the Fee Information Document. If the value of the Investment Account designated for this Service falls below the minimum sum specified we may continue to manage the Investment Account but the minimum fee will apply.
- 55.2. Whilst the sum may be invested by us at our discretion and we may utilise investments of every type, including securities, funds, unit trusts, bonds, money market instruments, swaps, options, futures, deposits or foreign currencies, we will construct your Investment Account designated for the Discretionary Investment Management Service using a limited range of investments depending upon the value of the Investment Account, unless we have agreed with you, in writing, an alternative approach to the management of your Investment Account.
- 55.3. We will manage the Investment Account designated for the Discretionary Investment Management Service on a discretionary basis until the Service is suspended or terminated in accordance with these Terms.
- 55.4. We will have complete discretion in managing your Investment Account under the Discretionary Investment Management Service on your behalf, in accordance with your Client

Objectives, applicable laws, regulations and rules, and in particular:

- i) there is no limit of amount or proportion of any one investment within your Investment Account, unless you notify us of any restriction or limitation in the current Client Questionnaire or otherwise in writing thereafter;
  - ii) we may negotiate and execute documentation required in connection with any transaction;
  - iii) we may buy or sell units in any authorised, recognised or unregulated collective investment schemes, in any jurisdiction, including those which may be operated or managed by or advised by RBC or its Associates;
  - iv) we may purchase shares whose issue or offer for sale may be or may previously have been underwritten, managed or arranged by RBC;
  - v) we may purchase part paid securities or acquire investments that are not readily realisable;
  - vi) we may commit to any obligation to underwrite any issue or offer for sale of investments without restriction on the nature of such investments or the extent of such underwriting, unless you have indicated to the contrary or provided guidelines in this respect in the Client Questionnaire;
  - vii) the purchase and sale of securities will be settled via your cash accounts established and maintained by us as part of the Service; and
  - viii) we may execute forward contracts on your behalf, unless you have indicated to the contrary in the Client Questionnaire.
- 55.5. On an exceptional basis, you may request and we may agree to accept deals on an execution only basis in respect of Trade Execution Investments. You acknowledge that the Dealing Service with respect to Trade Execution Investments will be provided by us at your sole risk and the provisions of the Dealing Service which apply to Trade Execution Investments shall apply in relation to such dealing.
- 55.6. During the continuance of the Agreement, you shall not seek to deal in or otherwise effect transactions in investments comprising the Investment Account designated for the Discretionary Investment Management Service, unless we have given our prior written consent.



**56. Offshore Advisory Service**

- 56.1. Once we have agreed to provide the Offshore Advisory Service to you and received your Questionnaire, you shall place with us a cash sum (or assets that are acceptable to us) for investment in the Investment Account designated for this Service. The cash (or assets) must meet the minimum sum (or equivalent value) specified by us from time to time as being required for provision of the Offshore Advisory Service. Details of the minimum sum for the establishment of a new Investment Account for this Service are set out in the Fee Information Document. If the value of the Investment Account designated for this Service falls below the minimum sum specified the minimum fee will apply.
- 56.2. We offer investment advice on a limited range of investments including but not necessarily limited to funds (including mutual funds, unit trusts and hedge funds), equities, bonds, fixed income, structured products and other offerings, provided by a limited number of third parties including our Associates.
- 56.3. From time to time we will provide investment advice to you either in writing or verbally. Where verbal advice is provided, this will be followed up with a suitability document.
- 56.4. Where we provide investment advice to you, you may either accept or reject the advice at your sole discretion. You acknowledge that any decision by you concerning an investment of any kind, as a result of investment advice received from us, will be at your sole risk and we do not accept any responsibility for that decision. Any investment decision that you choose to make or, which is made by someone else on your behalf, will be subject to the terms and conditions or offering documentation applicable to the investment.
- 56.5. In providing the Offshore Advisory Service, it is a prerequisite of ours that:
- i) all dealing in respect of Chosen Investments must be undertaken via us; and
  - ii) all Chosen Investments and any cash balances are held in custody with us (unless, in exceptional circumstances, other custody arrangements are mutually agreed).
- 56.6. Any advice or recommendation given to you by us will be based on:
- i) the Client Objectives; and
  - ii) any restrictions that you have confirmed to us in writing.
- 56.7. Unless you confirm to us in writing to the contrary, you acknowledge that we shall assume that you do not wish to place any restrictions on our investment advice.

**57. Monitoring Service**

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

**58. Dealing Service**

- 58.1. Unless otherwise agreed in writing, the Dealing Service is only available to you during the hours of 9am to 5pm on Business Days. Deals will be accepted if we have provided investment advice in relation to the Chosen Investments or, where we have agreed to make an exception, on an execution only basis in respect of Trade Execution Investments. If you have applied for our Offshore Advisory Service or our Discretionary Investment Management Service, and you require us to deal in Trade Execution Investments, we may place such investments in a sub-division of the relevant Investment Account in order to distinguish those investments from Chosen Investments or Discretionary Investments, as applicable.
- 58.2. Dealing instructions will be accepted by us on either a next dealing date or a specified dealing date basis.
- 58.3. If you wish to act upon investment advice from us, or place a deal in respect of Trade Execution Investments, then you will be required to

give Proper Instructions to us in accordance with Section 68 of these Terms. Following receipt of such Instructions from you, and subject to compliance with applicable laws, regulations and rules, sufficient cash or relevant investments being held in the Investment Account and to satisfactory completion of our internal procedures, we will arrange for the deal to be placed, acting as your agent, with a broker or dealer that has been approved by us in accordance with our broker selection policy. Dealing requests from you with respect to units in a fund will be completed by us directly with the fund manager or administrator.

- 58.4. When we receive Proper Instructions from you, we will effect or arrange the execution of your Instruction as soon as reasonably practicable in the circumstances, unless we determine, at our absolute discretion, that execution of such Instruction would contravene the laws of any jurisdiction or postponement is in your best interests. However in accepting any dealing order from you, we do not represent or warrant that it is possible to execute your dealing, or that the execution of your dealing order will be possible, within the terms of your Instruction (whether as to price or size of the deal, as to any other condition).
- 58.5. If you give us a limit order (that is, an order to buy or sell at a specified price limit or better, and/or for a specified size) and the order is not immediately executed under prevailing market conditions, you are deemed to have instructed us not to make the order public immediately unless we, or our agents, consider that it is in your best interest to do so.
- 58.6. Contract notes in respect of each purchase or sale of Chosen Investments and Trade Execution Investments will be dispatched to you and/or made available on Online Services whenever such activity occurs. All deals in relation to Chosen Investments will be deemed to have been executed on an advisory basis and all deals in relation to Trade Execution Investments will be made on an execution only basis. You represent and warrant to us that you will verify the correctness of each contract note received from us and undertake to notify us within three Business Days of the receipt of the contract note of any errors or discrepancies in respect of the trade to which the contract note relates.

## 59. Custody Service Relating to Provision of Investment Services

- 59.1. We may, acting as your agent, subject to applicable laws, regulations and rules, appoint sub-custodians to keep custody of investments

and cash comprised in the Investment Account for you and such sub-custodians may appoint further sub-custodians with the power to delegate. All such sub-custodians may be located in Jersey, Guernsey or elsewhere.

- 59.2. Whilst we will exercise reasonable care in the selection of sub-custodians that we appoint for you, we shall not be liable for any acts or omissions by, or the insolvency of, any sub-custodian. Furthermore, we shall not be liable for any acts or omissions by, or the insolvency of, any investment depository, clearing house or other agent appointed in connection with custody of the investments and cash held in connection with the relevant Service.
- 59.3. Registrable investments comprised in your Investment Account shall be held in safe custody by a sub-custodian appointed in accordance with Clause 59.1 and shall be registered in our name, the name of our nominee or a sub-custodian appointed in accordance with Clause 59.1.
- 59.4. Non-registrable investments, and all documents of title and certificates evidencing title to the investments comprised in the Investment Account, shall be held in safe custody by a sub-custodian appointed in accordance with Clause 59.1.
- 59.5. Voting or other rights relating to or otherwise conferred by any Discretionary Investment held in the Investment Account will only be caused to be exercised or otherwise by us in circumstances when we shall in our absolute discretion regard it as being necessary to protect the Discretionary Investments.
- 59.6. If we become aware of any voting or other rights relating to or otherwise conferred by any of the Chosen Investments and/or Trade Execution Investments held in the Investment Account, we shall use reasonable efforts to inform you of them and seek instructions from you as to what action, if any, you wish us to take. We shall not have any responsibility to exercise any vote or other right unless we receive Proper Instructions and agree to act upon such Proper Instructions. We shall not be responsible or liable to you:
- i) for failure to notify you of any voting or other rights attaching to any investments held in the Investment Account; or
  - ii) as a result of our exercise or failure to exercise any such voting or other rights, except to the extent that the same arises from our fraud, willful misconduct or gross negligence.
- 59.7. We shall have the right, in our absolute discretion, to refuse to accept delivery of any

assets, without giving any reason, and we will not enter into correspondence in these circumstances. The circumstances in which we might refuse to accept delivery of assets include, but are not limited to, when in our opinion:

- i) the assets are nil or partly paid, may involve us in any liability (contingent or otherwise) or are otherwise of an onerous nature; or
- ii) Proper Instructions have not been received; or
- iii) the assets are of a type or classification that we are not willing to hold in custody for you.

- 59.8. You acknowledge that investments held in or through any clearing house or securities depository shall be held subject to the rules of the clearing house or securities depository concerned. In such circumstances, where the investment is not evidenced by an underlying document of title, you may have a contractual claim against the clearing house or securities depository, rather than a right to the actual investment.
- 59.9. We shall be under no obligation to maintain any insurance specifically in respect of any investments held in custody with us, or to maintain any insurance cover for your specific benefit, other than non-registered securities.
- 59.10. Neither we, our nominees nor any sub-custodian will forward to you any communication received relating to any assets held in the Investment Account (including annual or periodic reports and notices) unless we have agreed otherwise with you, in writing. The exception to this statement is any asset captured by the Shareholder Rights Directive (SRD II) where there is a requirement to pass on information without delay.
- 59.11. We will not lend any assets held in the Investment Account unless you have given your prior written consent to such lending. If such consent is given, we will only lend assets to counterparties whom we deem, in our absolute discretion, to be fit and proper, and the revenue generated will be apportioned as we agree with you in writing.
- 59.12. Investments, and documents of title and certificates evidencing title to the investments comprised in the Investment Account, shall not be sent to third parties.
- 59.13. Money may not be borrowed by you or on your behalf on the security of investments comprised in the Investment Account without our prior written permission.

- 59.14. Advice relating to cash transactions and contract notes in respect of each purchase or sale of any investment comprised in the Investment Account will be dispatched to you and/or made available on Online Services in accordance with applicable law and regulation.

## **60. Portfolio Consulting Group Service**

- 60.1. We do not automatically provide the Dealing Service or any form of Discretionary Investment Management or Custody Services as part of the Portfolio Consulting Group Service. You must provide Proper Instructions if you wish to deal in any of the investments which are selected by us as part of the Portfolio Consulting Group Service, in which case the fee tariff for Trade Execution Investments (as set out in the Fee Information Document) will apply. We will identify investments and discretionary investment managers, which in our opinion, are suitable for you.
- 60.2. Following our acceptance of you as a client and our receipt from you of the Client Questionnaire, we will:
- i) undertake an appraisal of the composition and construction of the Investment Portfolio and provide an initial written report to you on our assessment of the optimum strategic asset allocation for the Investment Portfolio and advice on the rebalancing of the investments held in it;
  - ii) as part of the initial review:
  - iii) identify discretionary investment managers which, in our opinion, are suitable for you; and
  - iv) (if applicable) identify funds or other investments to fulfil a specific requirement and may provide investment advice in relation to specific investments which, in our opinion, are suitable for you;
  - v) provide periodic reporting in respect of the performance of the Investment Portfolio; and
  - vi) periodically review the composition of your Investment Portfolio against the Client Objectives and provide further advice as a result of such review.
- 60.3. Any investment advice provided to you in relation to the Investment Portfolio will be:
- i) based upon the Client Objectives at the time the advice is provided (such advice may be made by reference to RBC house views but will not necessarily reflect these directly); and

- ii) in the form of a written proposal that will outline the basis of the investment advice and detail the charges that will be levied by us for the provision of the Service (to the extent not contained in any related Fee Information Document).
- 60.4. We may offer advice on a limited range of investments including but not necessarily limited to funds (including mutual funds, unit trusts and hedge funds), equities, bonds, fixed income, structured products and other offerings, provided by a limited number of third parties including our Associates and usually but not necessarily selected from the White List or Lists that we maintain.
- 60.5. Where we provide investment advice relating to investment in funds, this may be in respect of either institutional or retail classes of a fund. We will usually only recommend retail class funds if the institutional class is either unavailable or if it is otherwise not possible for you to invest in the institutional class, for example due to minimum investment criteria.
- 60.6. Where we provide investment advice to you, you may either accept or reject the advice at your sole discretion. You acknowledge that any decision by you concerning an investment of any kind, as a result of investment advice received from us, will be at your sole risk and we do not accept any responsibility for that decision. Any investment decision that you choose to make or, which is made by someone else on your behalf, will be subject to the terms and conditions or offering documentation applicable to the investment.
- 60.7. You acknowledge that any decision by you to enter into a contract with a discretionary investment manager, will be at your sole risk and we do not accept any responsibility for that decision. Such decision shall be subject to the discretionary investment manager being prepared to accept you as a client and to the terms and conditions applicable to the service being offered by that manager.
- 60.8. Should we decide to remove a discretionary investment manager, fund, issuer or instrument from the White List for any reason and should we be aware that you have a contract with that discretionary investment manager, or an investment in the fund, issuer or instrument being removed we will advise you in a timely fashion of the change in the White List or Lists and subsequently endeavour to identify a suitable alternative relative to your investment risk profile, as a replacement.
- 60.9. When an investment manager is removed from the White List we will cease providing the Service in respect of that investment manager from a date advised to you in writing, but usually no later than the Quarter Date immediately following their removal from the White List. If you make a request to us, in writing, that you wish us to continue to provide the Service in respect of an investment manager that has been removed from the White List, we may at our sole discretion agree to do so. Retention by you of any of the services of an investment manager that has been removed from the White List is as at your sole risk and subject to the terms of the agreement you have with that manager.

## Part B – Common Investment Service Terms

### 61. Carrying Out Transactions

- 61.1. We carry out transactions for you either by executing them, for example, accessing the execution venue, or by passing orders to third parties such as brokers, who are responsible to us for execution of the transaction. If we execute transactions for you we do so in accordance with our execution policy which is summarised in Schedule 2. By accepting these Terms you consent to the execution policy.
- 61.2. We will at all times use the price reasonably available to us in dealing for you. We may from time to time combine your purchase or sale order with our own orders, or those of an Associate and other persons, or other clients connected with us, if it is considered to be in the overall best interests of all the clients concerned (including you). We do not make any representation or warranty, and you acknowledge, that combining sale or purchase orders may result in you obtaining on some occasions a more favourable price, and on others a less favourable price.
- 61.3. Deals will be effected by us or a party appointed by us acting either as principal or as agent. Transactions effected in the capacity as agent will be executed through brokers designated by you or a party appointed by us at our absolute discretion. Where such brokers have relevant arrangements with us or any member of RBC, transactions which are effected for you with or through the broker shall be effected at their normal rate.
- 61.4. To facilitate trading and investment activity on the Investment Account, we are authorised, where we consider it to be necessary, to enter into spot foreign exchange contracts with members of RBC.

61.5. We may, acting as your agent, appoint an Associate, investment depository, clearing house or other agent on your behalf to carry out or assist with any dealing instructions we receive from you. Whilst we will exercise reasonable care in the selection of any investment depository, clearing house or other agent, we shall not be liable for any acts or omissions by, or the insolvency of any investment depository, clearing house or other agent.

61.6. If the other party to a transaction with you fails to complete the transaction on time or at all, we will take all reasonable steps on your behalf to mitigate the effects of such failure, but will not take any step whatsoever that could, in our opinion, involve us incurring costs and expenses on your behalf without your prior consent, and nor shall we be under any obligation to take any such step. For the avoidance of doubt, we shall not be liable whatsoever to you where the other party to a transaction with you fails to complete.

61.7. You authorise us to correct any errors which may occur in respect of the Investment Account without further authority.

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

## 62. Client Money

62.1. All monies we hold for you are held by us in our capacity as banker in an account in your name (and not as trustee). Accordingly, we do not hold any Client Money for you or on your behalf and the provisions of the Client Assets Order do not apply to any monies you may hold with us at any time.

## 63. Withdrawals

63.1. If you wish to withdraw monies from an Investment Account, you will be required to provide Proper Instructions to us indicating which Designated Account is to be debited and where the monies are to be paid. No payments will be made to third parties.

63.2. Upon receipt of request for a withdrawal, other than for Discretionary Investments, you must also provide Proper Instructions to us indicating which investment holding is to be sold in order to generate sufficient cash for the requested

withdrawal. For Discretionary Investments, we shall if necessary realise sufficient investments from the Investment Account, which shall be at our absolute discretion.

## 64. Reports

64.1. We shall provide you with a report (each a "Report") on a quarterly basis (or as otherwise agreed with you in writing) in respect of the cash and assets held in your Investment Account, and in the case of the Portfolio Consulting Group Service, your Investment Portfolio. Each Report delivered to you in connection with the Portfolio Consulting Group will be in a format and on a basis that we agree with you at the time we accept you as a Client or as subsequently agreed with you in writing. Such reports may be delivered via Online Services.

64.2. The Report shall ordinarily be produced as at each Quarter Date, unless we have agreed alternative arrangements with you in writing, and each Report will be dispatched to you and/or made available on Online Services as soon as is reasonably practicable after it has been prepared by us.

64.3. We will provide you with one copy of each Report as part of the Service. If you require multiple copies of a Report, or if you require a Report more frequently than quarterly, we reserve the right to levy an additional fee, details of which will be made available upon request.

64.4. The Report shall be sent to you either by regular mail, facsimile or other means of electronic transmission including Online Services as directed by you in writing.

64.5. You agree to check the information in the Report as soon as it is received and to notify us of any discrepancies within 30 days.

64.6. Investments held in the Investment Account will be valued at the mid-market, close of business quotations as supplied to us by an external independent information source or at cost where there is no established market, unless otherwise agreed in writing. We do not make any representations as to the accuracy of such information provided to us nor that any valuation will, necessarily, reflect the proceeds that would be received on a disposal of the relevant investment.

64.7. Investments valued in currencies other than the Base Currency will be displayed in the report in both asset currency as well as Base Currency and converted to the Base Currency based upon the applicable exchange rate prevailing as at the

report date. Dividends in respect of investments will be recognised on a receipt basis, income from foreign currency holdings will be converted to the Base Currency of the Investment Account unless otherwise agreed with the client based upon rates obtained from such source as we shall from time to time in our sole and absolute discretion determine, and interest will be reflected on an accruals and actual basis.

- 64.8. A statement of the performance of the investments held in the Investment Account shall be included in each Report to you and shall identify, in actual and percentage terms, the performance of the investments, and the change in the value of the investments held in the Investment Account from the date of the previous Report to the date of the current Report.
- 64.9. In order for us to monitor the performance of any investment that you hold within your Investment Portfolio in connection with the Portfolio Consulting Group Service with a custodian (other than where the custodian is an Affiliate) you acknowledge that:
- i) you will be required to direct your discretionary investment manager or the relevant custodian to provide us with copies of documentation relating to the investments which are managed or custodied by them, including a statement of the latest valuation which shall be provided to us on a quarterly basis or whatever other basis is agreed with you; and
  - ii) as we rely on the receipt of information from your discretionary investment manager in order to produce the Report, in the event of information not being received by us in a timely manner, this will delay the preparation and dispatch of the Report to you and we will not be responsible for any loss you may suffer as a result of any adverse effect this may have on our ability to monitor the performance of the discretionary investment manager or fund/ investments or to provide the Reports, and to provide you with investment advice in relation to your Investment Portfolio.
- 64.10. We may provide you with ancillary information (including material that may constitute investment research) about RBC house views, market conditions, discretionary investment manager performance, fund performance and other information produced by ourselves or by our Associates which we reasonably believe to be reliable and accurate but we cannot guarantee the accuracy or completeness of the

information we provide. Such Reports can only be taken to reflect views held at the time they are written and you should be aware that the information and opinion provided can therefore be subject to change and will not be updated to reflect any such changes. We will not be responsible or liable to you for any liabilities you may suffer as a result of using or relying on such material without obtaining advice about any particular investment and its suitability for you.

- 64.11. In the event that provision of the relevant Investment Service to you is terminated in accordance with these Terms, no further Reports will be sent to you by us.

## 65. Fees and Remuneration

- 65.1. You agree to pay all such fees, charges, costs and expenses in relation to the relevant Investment Service, as set out in these Terms and the Fee Information Document.
- 65.2. We shall be entitled to charge a quarterly service fee at the rate specified in the Fee Information Document (or such other rate as we agree with you) as being applicable to the relevant Investment Service, subject to a minimum charge also specified in the Fee Information Document. The quarterly service fee will be calculated as at each Quarter Date as a percentage of the average net asset value of your Investment Account, throughout the relevant calendar quarter (including any amounts held in cash unless otherwise specified within the Fee Information Document) as determined in accordance with Clause 65.4 of these Terms.
- 65.3. In the case of the Portfolio Consulting Group Service, our fee will ordinarily be calculated by reference to the value of your Investment Portfolio as at each Quarter Date; however we reserve the right to agree with you, in writing, a different basis for charging the fee.
- 65.4. The quarterly service fee will be deducted from the Investment Account shortly after the Quarter Date. If it is not possible for us to collect fees due in this way, we have the right to invoice you directly for the fees due in accordance with the Fee Information Document.
- 65.5. If we agree to accept you as a client for the Service on a date other than a Quarter Date then the first quarterly fee will be calculated on a pro rata basis by reference to the proportion represented by the number of days from the date on which we accepted you as a client for the Service until the next Quarter Date, as compared to the number of days between each Quarter Date.

- 65.6. If there is a significant addition to, or withdrawal from, your Investment Account or Investment Portfolio (where we provide you with the Portfolio Consulting Group Service) during a quarter, we reserve the right to use a different basis for the calculation of the quarterly fee for that quarter.
- 65.7. If the provision of the Portfolio Consulting Group Service is terminated by you within the first 12 months of us accepting you as a client for the Service, we reserve the right to charge an early termination fee equivalent to the fee that would have been charged for the period from the date of termination to the date that is the twelve month anniversary of us accepting you as a client and calculated by reference to the most recent Quarter Date valuation of your Investment Portfolio received by us, prior to receipt of your notice of termination.
- 65.8. We will be entitled on termination to charge you:
- i) a proportion of the quarterly service fee that corresponds to the part of the quarterly period which has passed when termination takes effect; and
  - ii) any losses necessarily realised in settling or concluding outstanding obligations.
- 65.9. We (and any Associate) shall be entitled to retain any commission or other remuneration paid to us (or our Associate), which is permitted by Jersey and Guernsey regulatory requirements (as applicable), even though such commission or remuneration is payable as a direct, or indirect result of any dealing with any asset which is or may be held in your Investment Account or Investment Portfolio, as applicable.
- 65.10. The service fee does not cover third party dealing charges (including but not restricted to any applicable stamp duties, exchange fees etc.) and any other costs incurred by us in effecting transactions on your behalf. Such charges and costs will be borne by you and debited directly to your Investment Account and will be disclosed in our contract notes.
- 65.11. Any Associate being a banker, broker, investment adviser or engaged in any other profession, business or trade may, without accounting for any resultant profit, earned as a result of acting in such capacity, perform any such service in relation to any asset held in your Investment Account or forming part of your Investment Portfolio and on the same terms as with any other customer.
- 65.12. In the case of the Portfolio Consulting Group Service, where possible, we will negotiate, with the discretionary investment managers that we identify for you, an annual management charge on your behalf. We cannot guarantee the level of the annual management charge that may be levied by the discretionary investment manager with whom you enter into a contract. You acknowledge that during the term of our Agreement with you, your appointed discretionary investment manager retains absolute discretion in relation to the fees and charges due under the contract that you have entered into with them.
- 65.13. In the case of the Portfolio Consulting Group Service, should a discretionary investment manager, with whom you have entered into a contract, cease to be on the White List maintained by us, the annual management charge of that manager may vary from that previously negotiated by us on your behalf.
- 66. Client Representations and Warranties (Service Specific)**
- 66.1. You represent and warrant that on the date of signing the Application Documents and for so long as the Agreement is in place:
- i) the cash and investments that you wish us to hold in custody for you in your Investment Account or which are comprised in your Investment Portfolio, do not represent and will not become the proceeds of or be used to finance any criminal act;
  - ii) the investments or cash held in the Investment Account or which are comprised in the Investment Portfolio are free from all security interests, liens, charges, mortgages, encumbrances and other third party interests whatsoever (the “**Encumbrances**”);
  - iii) you undertake that no Encumbrances will arise from any acts or omissions on your part other than as we agree with you from time to time; and
  - iv) unless you have notified us in writing that you are operating the Investment Account or dealing with the assets comprised in the Investment Portfolio on behalf of any third party or parties and have provided us with the name or names of the third party or parties concerned, you are not operating the account on behalf of any third party or parties and you are the sole beneficial owner of the assets held in the Investment Account or which are comprised in the Investment Portfolio, as applicable.
- 66.2. The representations and warranties contained in Clause 66.1 of these Terms will be deemed to

be repeated by you each time you enter into a dialogue or correspondence with us in respect of the relevant Investment Service or introduce new investments or cash into the Investment Account.

## 67. Client Acknowledgements

67.1. You acknowledge that:

- i) when we execute a transaction on your behalf with a broker, fund manager or administrator, there is always a degree of risk that the counterparty may fail to act upon the instruction given or in the manner expected;
- ii) when investments are bought or sold they are normally done so on a delivery versus payment basis; and deals for the purchase of certain investments may require us to pay subscription monies to a fund manager or administrator in advance of the dealing date and in advance of the fund manager or administrator having issued confirmation of entitlement to the investment being purchased. The degree of risk referred to in (i) above will be greater where transactions involve the advance payment of subscription monies; and
- iii) one or more of a number of factors, including, for example low liquidity in securities, lack of automated settlement and trading systems, potential market manipulation, the rapid expansion of the number of new securities on the local stock exchange, volatility of trade activity, and ineffective or conflicting regulatory controls may affect the reliability of settlement procedures and/or put pressure on the market infrastructure so as to lead to settlement delays and failures over which we have no control. In such circumstances, we will not be liable for any loss of interest, income, profit or other loss incurred or suffered directly or indirectly by you or any other third party.

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

- i) the Investment Account is being used for illegal purposes;
- ii) there is a dispute over the ownership of part or all of the Investment Account and/or any assets held in the Investment Account;
- iii) the Investment Account and/or any assets held in the Investment Account are not owned by you;
- iv) you or persons connected to you appear

to be connected to any individual or entity that is the subject of a regulatory or international sanction;

- v) there is a dispute between joint owners of the Investment Account or your officers (where you are a body corporate); or
- vi) you are incapacitated, become insolvent, bankrupt, or winding up or dissolution proceedings are commenced against you or a declaration of *désastre* is made in respect of you or your assets, as applicable;
- vii) then, until the matter is resolved to our satisfaction, we may (a) freeze the Investment Account in whole or in part and refuse to carry out transactions or otherwise operate the Service normally; or (b) limit any transactions contemplated within our discretionary mandate under the Discretionary Investment Management Service to those which we consider will conserve, rather than enhance, the value of the Discretionary Investments. In such circumstances, we may take professional advice and we shall incur no liability for any direct or indirect loss or loss of profit to you or any other person.

67.3. Upon receipt by us of notification of your death (where you have an account solely in your own name):

- i) we will freeze your Investment Account. Where we provide you with the Discretionary Investment Management Service or the Offshore Advisory Service, we will continue to provide custody in relation to your Investment Account (where we already provide you with our Custody Service) but we will cease to provide any active management in respect of your Investment Account;
- ii) we will not accept any instructions in respect of your Investment Account until your executor(s) have been appointed in accordance with applicable law and we have received evidence (to our satisfaction) of such appointment; and
- iii) under no circumstances shall we take any action in relation to your Investment Account which shall amount to a distribution from your Investment Account, or a transfer of assets from your Investment Account, or any other activity whatsoever, where such distribution, transfer or activity would be contrary to any applicable law (including, but not limited to, Article 23(1) of the Probate



(Jersey) Law 1998, as such law may be amended, updated or supplemented from time to time). For the avoidance of doubt, we accept no responsibility for declining to act upon any instruction received from your representatives, or on behalf of your estate, where we consider that to act upon such instruction might be contrary to any such applicable law.

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

67.5. You acknowledge and agree that it is your sole responsibility to take independent tax advice in connection with the Investment Account or Investment Portfolio, as applicable, and your obligations and liabilities (if any) to account to the revenue and tax authorities in your country of domicile or residence in relation to your Investment Account or Investment Portfolio, as applicable.

67.6. Where we receive a Proper Instruction from you in relation to a transaction to be settled in any hedge fund then we will use our reasonable endeavours to give effect to the Proper Instruction provided that you confirm in writing that you have been advised, understand and have acknowledged the completion by us on your behalf of any subscription documentation for such hedge funds.

67.7. You acknowledge that our name cannot appear in any promotional literature, any document, or any advertisement issued by or on your behalf, without our prior written approval.

## **68. Proper Instructions**

68.1. You authorise us to act, without enquiry, on Proper Instructions from you in relation to the Service. Such Proper Instructions shall be communicated in accordance with these Terms.

68.2. We shall deal with and act upon Proper Instructions in a reasonable timely manner and undertake to use reasonable endeavours to do so, but we do not undertake to act on Proper Instructions immediately or on the same or next Business Day or to meet any specific deadline (unless otherwise agreed in writing) and shall not incur any liability for any loss arising directly or indirectly by reason of the length of time taken to so act upon instructions.

68.3. Where we have agreed to act upon Proper Instructions, we and our Associates shall not be

liable and shall have no responsibility for any act, omission or other conduct of any person where that person acted in good faith and in accordance with any Proper Instruction.

68.4. We shall not incur any liability or be responsible for any failure on our part to comply wholly or partly with any instruction or for any non-receipt of an Instruction or any errors or ambiguity in relation to it or any lack of authority on the part of the person giving or making the same where such Instruction is not a Proper Instruction and, where such Instruction is a Proper Instruction, we shall not be liable or responsible in the absence of fraud, gross negligence or willful default on our part.

68.5. We may, in our absolute discretion, rely upon and act in accordance with any Instruction or communication which may from time to time be given by telephone, facsimile or email by you, or purported to be given by you, without enquiry on our part as to the authority or identity of the individual making or purporting to make such communication and regardless of the circumstances prevailing at the time of such communication, and accordingly you accept the risks inherent in such communications.

68.6. We shall be entitled to treat any such communication given by telephone, facsimile or email by you as fully authorised by and binding upon you and we shall be entitled (but not bound) to take such steps in connection with, or in reliance upon, such communication as we may in good faith consider appropriate.

68.7. You undertake to keep us at all times fully and effectively indemnified against all losses, costs, damages, obligations, suits, claims, demands and expenses which we may directly or indirectly sustain or incur through acting upon or, in our sole and absolute discretion failing or delaying to act upon, any telephone, email, facsimile or other electronic instructions given by you, or purporting to have been given by you, howsoever such losses and other matters mentioned above may arise including, but not limited to, losses arising directly or indirectly from any operational failure or fault or any other error howsoever occurring in the course of any telephone or facsimile transmission whether relating to any Chosen Investment, any Trade Execution Investment, the Investment Account, or any cash or assets in the Investment Account, or any other matter.

68.8. Where Proper Instructions are given by telephone, written confirmation of such Proper Instructions shall not be required to be sent to us. However, in the event that telephone

instructions are subsequently confirmed in writing, should there be a conflict between our interpretation of the telephone instructions and the written instructions later received, we shall be entitled to rely on the telephone instructions we first believed and understood that we had received, without any liability for mistake or error.

- 68.9. For the avoidance of doubt, we shall not be obliged to rely upon and act in accordance with any notice, instruction or other communication given by email from you, or purported to be given by email from you, unless the email has been sent to us using a form of encryption that is acceptable to us.
- 68.10. Details of the persons authorised to give Proper Instructions on your behalf will be specified in the Application Documents and may be revised from time to time by seven Business Days' notice in writing from you to us setting out the names and signatures of persons authorised to give instructions on your behalf. We may assume that any person who is named in the Application Documents (as may be revised in writing from time to time) and gives us Proper Instructions on your behalf, has been duly authorised to do so and we may rely on all Proper Instructions which we believe are given by you, or on your behalf, without further enquiry and we are under no obligation to confirm such instructions. Once Proper Instructions have been given to us by you or someone acting or purporting to act on your behalf, those instructions cannot be rescinded, withdrawn or amended without our express written consent at our sole and absolute discretion.
- 68.11. Where you are a company, a certified copy of a resolution of your board of directors may be received and accepted by us as conclusive evidence of the authority of any person authorised to act on your behalf.
- 68.12. Where we are appointed by joint parties or a company, unless otherwise informed in writing by you, we will be entitled to rely on the Proper Instructions of any one of such joint parties or any one person authorised to act on behalf of the company unless otherwise notified in writing by you.
- 68.13. From time to time we may be restricted by applicable legal and regulatory requirements and/or internal requirements from accepting Proper Instructions from you. Should we be so restricted, we may refuse to accept Proper Instructions from you without giving any reasons for so doing and we shall not be liable for any loss caused by such refusal.
- 68.14. Except where we are appointed as discretionary investment manager, we will take all reasonable steps to obtain your instructions before exercising any corporate actions or voting rights including:
- i) exercising on your behalf conversion and subscription rights;
  - ii) exercising on your behalf voting rights; and
  - iii) proceeding on your behalf in take-over situations, other offers or capital reorganisations.
- 68.15. In such cases we will state the time by which we must receive your instructions. This will be before the time set for the event by the issuer of the investments, because we need time to process instructions. If you do not give us instructions by the stated time, we may not be able to process them (though we may use reasonable efforts to do so), and the issuer of the investments may have pre-determined how your rights will be exercised or we may have to use our discretion as we consider appropriate.
- 68.16. If we receive notice of a corporate event from an overseas Eligible Custodian or sub-custodian in time for us to process the information and give you an opportunity to instruct us, then we will do so but you should be aware that we may not receive notification of rights attaching to overseas investments or there may be a delay in notification to us. In such circumstances we may not be able to inform you or to take appropriate action on your behalf in time.
- 69. Material Interests**
- 69.1. Nothing in the Agreement shall prevent us from purchasing for inclusion in your Investment Account or advising you on any securities or obligations of ours or any Associate or in any company mutual fund, unit trust, partnership or other investment vehicle of any nature of which we or any Associate is an instigator, promoter, sponsor, trustee, adviser, director, manager, administrator, banker, custodian or partner.
- 69.2. We have the right, when giving advice or undertaking a transaction or series of transactions, to act in relation to similar transactions or a series of transactions for other clients in addition to you without prior reference to you.
- 70. Limiting Our Liability**
- 70.1. To the extent permitted by law:
- i) we assume no responsibility or liability with respect to any custody or account arrangements made by us with or through

any person or any acts, omissions or other conduct of any person having possession of your assets or monies held pending investment into a Chosen Investment, Trade Execution Investment or Discretionary Investment, as applicable;

- ii) you acknowledge that, other than in the case of the Discretionary Investment Management Service, the decision as to which investment to purchase and which investment to sell is solely your decision and we do not accept any responsibility or liability for that decision;
- iii) we assume no responsibility or liability for any acts, omissions or other conduct of any broker;
- iv) we cannot guarantee that the investments comprised in the Investment Account or Investment Portfolio, as applicable, will not depreciate in value nor that they will not at any time be affected by adverse tax or legal consequences nor can we guarantee the amount of income (if any) arising from the Investment Account; and
- v) we shall not be liable for any error of judgement we may make or any loss or loss of profit suffered by you in connection with the relevant Investment Service (and in particular, but without limitation, we shall not be liable for any loss or loss of profit which may be sustained in the purchase, holding or sale of any investments in accordance with the Service) unless such loss or loss of profit arises from our fraud, willful misconduct or gross negligence.

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

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

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

- i) any indirect, economic or consequential loss suffered by you;

- ii) the collection, deposit or credit of invalid, fraudulent or forged securities;
- iii) any errors made by you or (where you are a company) any of your officers, employees or agents in giving Proper Instructions;
- iv) effecting delivery or payment against an expectation of receipt, save where such delivery or payment was contrary to local market practice;
- v) any delay whilst we obtain clarification or confirmation of a Proper Instruction;
- vi) reasonably exercising our right to decline to act in the absence of clarification or confirmation of a Proper Instruction or in the event of any dispute between or conflicting claims by any person or persons with respect to any asset. For the avoidance of doubt we shall be considered to be acting reasonably in declining to act pending resolution of any such dispute or conflict determined in a court of competent jurisdiction or settled by agreement between the conflicting parties and in such circumstances we shall be entitled to require before proceeding to take any action evidence in writing satisfactory to us in our absolute discretion of such determination or agreement or an indemnity and/or security satisfactory to us in our absolute discretion sufficient to save us harmless from and against all loss, liability or expense which we may incur by such action;
- vii) the settlement of transactions or any change in our records relating to the Investment Account unless and to the extent that the loss, damage, cost or expense results from our negligence, willful default, fraud or breach of these terms;
- viii) the negligence, default, fraud or other failure by any clearing house or securities depository; or
- ix) failure by us, a sub-custodian or one of our nominees to perform, or delay in performing, any obligations under these Terms as a result of any cause, event, or circumstance beyond our reasonable control or the reasonable control of such sub-custodian or nominee, as the case may be, including (without limitation) a failure, termination or suspension of a clearing house, securities depository or settlement system or central payment system in any part of the world or act of God, war, civil hostilities, act or threat of terrorism, political unrest, governmental action, strike, boycott, embargo, industrial dispute or disturbance, suspension of

payments by or insolvency, receivership, administration, bankruptcy, declaration of désastre in respect of or liquidation of any person (including, without limitation, the Client), fire, flood, explosion, adverse weather or atmospheric conditions, abnormal operating conditions or accident provided that we shall notify you as soon as reasonably practicable upon becoming aware of any such cause, event, or circumstance, and if any such cause, event, or circumstance continues for more than thirty (30) Business Days from the date of that notice then either party shall be entitled to terminate your use of the relevant Investment Service. In the event of termination pursuant to this clause, neither party shall have any liability to the other in respect of the termination.

**71. Notices issued under the Companies Act of the United Kingdom and analogous legislation of other jurisdictions**

71.1. Under the UK Companies Act 1985 and/or the UK Companies Act 2006, and under analogous legislation, rules or regulations of other jurisdictions, the Bank may be requested to divulge to a company or its agent the identity of those who the Bank knows or has reasonable cause to believe to be interested in any of that company's shares. The Bank may be deemed to be interested in shares even if interested only in the capacity of nominee. As such, we can be requested to give identity and address details of the true owners of shares, so far as is within our knowledge. The Bank's policy is not to disclose such information on receipt of a notice issued under the above Acts until such time as we receive a telephone or written authority from the Client to do so. Should the Client decide to not give this authority, a company may impose restrictions, which can include withholding of dividends or other rights or otherwise disenfranchising the shareholder. **The exception to this statement is any asset captured by the Shareholder Rights Directive (SRD II) where there is a requirement by law to disclose beneficial owner details to the issuer and / or their agent upon request.**

**72. Central Securities Depository Regulation (CSDR) Settlements Discipline Regime (SDR)**

72.1. Effective 1st February 2022, compensation and/or penalties arising from Central Securities Depository Regulation (CSDR) Settlements Discipline Regime (SDR) will be applied by month end following the actual settlement date as a net amount per trade, unless subject to a broker

claim. Compensation credits will be applied to the nominated settlement account. Compensation and/or penalties will not be applied if the client allocation is less than 0.01 in the denominated currency of the settlement account.

**73. Joint Clients**

73.1. Where you comprise of more than one person:

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

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

**74. Withdrawal of the Investment Services and termination**

74.1. Our relationship under these Terms is for no fixed duration.

74.2. Unless we have told you that restrictions apply to a particular Service or product including under Clause 74.4 below, you may end your relationship with us, or any Service or product,

by giving us 30 calendar days' prior written notice. Unless the Service or product is for a fixed term, we may terminate individual Services, or our entire relationship with you, by giving you one month's prior written notice by mail to your last address shown in our records, and we may do this without giving you any reason. Notice shall be sent and be deemed to have been received in accordance with Section 30 of these Terms.

74.3. We may freeze your accounts or limit any transactions as described in Clause 67.2 of these Terms.

74.4. In the case of the Portfolio Consulting Group Service, the provision of the Service shall be for a minimum period of one year from the date that we accept you as a client for the Service. After this period the provision of the Service may be terminated by you or by us by giving 90 days written notice to the other, effective on receipt (or at such later time as specified in the notice). Notice shall be sent and be deemed to have been received in accordance with Section 30 of these Terms.

74.5. Notwithstanding Clause 74.2 of these Terms, the provision of the Service to you will terminate automatically in the event that:

- i) we are not permitted or authorised to provide the Service under the law of the country where you are registered or to which you are subject;
- ii) you have failed to report, notify or file relevant documentation in the jurisdictions required in accordance with these Terms;
- iii) you have a bankruptcy petition or application for a declaration of *désastre* presented against you (if an individual) or you suffer a receiver, administrative receiver, administrator or liquidator being appointed or declaration of *désastre* being made over or a preliminary order in *saisie* proceedings made in respect of you or any of your assets (if a body corporate) or you are subject to any equivalent procedure in any jurisdiction;
- iv) you are unable to pay your lawful debts as they fall due;
- v) a distress has been levied upon or other execution has been effected against the whole or any part of your account(s) or any cash or assets held in your account(s);
- vi) you or your assets are declared bankrupt or a declaration of *désastre* is made in respect of you or your assets;

vii) you take up residence in a country or become subject to the laws of a country where we are not permitted or authorised to provide the Service;

viii) unless you have notified us in writing that you are acting on behalf of any third party or parties and have provided us with the name or names of the third party or parties concerned, you operate the account on behalf of any third party or parties who are not the legal and beneficial owner of the account; or

ix) any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is not complete and correct in all respects.

74.6. We shall incur no liability to you for any direct or indirect loss or loss of profit that you may sustain as a result of the termination or suspension of a Service, our refusal to provide a Service to you or to accept monies or assets into an account or the liquidation of your assets or delivery of the proceeds of liquidation by cheque or any other means to you in accordance with Clause 30.8 of these Terms.

74.7. Termination of the Service or temporary suspension of the discretionary management powers granted to us under the Discretionary Investment Management Service shall be without prejudice to the completion of any transactions already in the process of being arranged in respect of any investment.

74.8. Upon the termination taking effect, we shall cease to provide the relevant Service to you in accordance with these Terms. Amongst other things, this means that we will not accept any further instructions to deal, will not arrange any further transactions and will no longer provide the Offshore Advisory Service or Discretionary Investment Management Service, as applicable.

74.9. Transactions in progress at the time of termination will be executed in accordance with these Terms, save that if we terminate because we consider that an event has occurred which may affect your ability to settle transactions, we shall take such action as is appropriate in the circumstances.

74.10. You will only be eligible to use the benefits and services provided to you under these Terms subject to your status and after you have complied with any relevant eligibility criteria. Details of any applicable eligibility criteria may be varied by us in accordance with these Terms. If at any point, you fail to meet any eligibility criteria, we may terminate our relationship

with you, stop providing the relevant service or product or move you to an alternative service or product for which you do meet the eligibility criteria.

- 74.11. You will remain liable for prompt settlement of all outstanding transactions, fees, charges and obligations related to services provided by us prior to termination. No penalty or other additional payment will be payable by you or us in respect of the termination. We will return the balance of any monies we hold to you, subject to our rights set out in Clause 31.
- 74.12. These Terms shall, even after termination, continue to govern any legal rights or obligations which have already arisen or which relate to our Services under these Terms or which arise in consequence of termination.
- 74.13. You acknowledge and accept that in the event of termination in accordance with this Section 74 of these Terms, you will be required to provide us with instructions as to where to transfer the assets and cash held in custody by us or any sub-custodian. If you provide us with such transfer instructions within the period specified by us, we will promptly effect such instructions (or direct our nominee and any sub-custodian to do likewise), except that where assets are not freely transferable, we will sell or liquidate them at our discretion and account to you such proceeds in cash. We are entitled to retain and/or realise (or direct our nominee and any sub-custodian to do the same) such assets as may be required to settle transactions already initiated and to pay any of your outstanding liabilities. If you do not provide transfer instructions to us within the period specified by us or your instructions cannot be effected for any reason: any cash in your account(s) may be liquidated or withdrawn and the proceeds will be sent to you in the form of a cheque or by direct transfer to any account held in your name; and any other investments in your Investment Account may be liquidated by us and the sale proceeds will be sent to you by cheque or by direct transfer to any account held in your name. Any investments that are liquidated will be liquidated at current market prices. Liquidation of investments may be a taxable event and may incur fees. You should consult a tax advisor to determine what result, if any, liquidation may have on your tax position.
- 74.14. Any cash or assets that remain with us following termination will be held by us or our sub-custodian as bare trustee and we or they will be entitled to levy charges for so doing. In such circumstances, we will provide reasonable information in order to allow you to issue transfer instructions but will provide no further analysis regarding your cash and investments. We may, in our sole discretion, maintain cash accounts for a further 90 days after the relationship is terminated to ensure that dividends, interest, coupons or other income relating to investments previously held by us is collected on your behalf.
- 74.15. No penalty will be imposed on you on termination of the Service but we will, however, be entitled to charge you:
- i) a service fee (which will be calculated on a pro rata basis by reference to the proportion represented by the number of days from the last Quarter Date up to the date of termination as compared to the number of days between each Quarter Date); and
  - ii) any expense necessarily incurred by us in terminating the Service or directly attributable to the termination of the Service; and
  - iii) any losses necessarily realised in settling or concluding outstanding obligations.
- 74.16. You acknowledge that upon termination of the Service, we may be compelled to liquidate for cash any investment in the Investment Account where the terms of such investment do not allow for the transfer to another service provider. In such circumstances, we shall not be liable for any loss or loss of profit.
- 74.17. You authorise us to appropriate to ourselves any balances left on your account(s) where there has been no activity initiated by you or no contact with or correspondence from you for a minimum period of 10 years. We shall make every reasonable effort to contact you and all subsequent valid claims will be honoured.
- 74.18. To the extent permitted by law, Section 70 (Limiting Our Liability (Service Specific)), Section 7 (Limiting Our Liability (General)) and Section 8 (Confidentiality) of these Terms will continue in full force and effect (together with any other provisions necessary to make them operable) despite termination of the provision of the Service to you.

## Schedule 1

### 75. Investment Risk Warnings

- 75.1. All investments involve a degree of risk of some kind. This section describes some of the risks which could be relevant to the services we provide to you. We may provide further risk information during the course of our services to you, as appropriate. Our services relate to investments whose price depends on fluctuations in the financial markets outside our control. Investments and the income from them may go down and you may get back less than the amount you invested. Past performance is not a guide to future performance.
- 75.2. While you may choose to either delegate portfolio management responsibility (discretionary investment management service) or retain decision making authority over your investments (through our advisory or execution only service), it is important that you understand the nature of the risks you are undertaking. Risks to a portfolio are multi-faceted and we highlight below some of the main potential risk factors. Furthermore, while each investment component will have specific characteristics, investors should also consider the overall portfolio which may either increase or decrease the risk of each holding.

### 76. Generic Risk Types to Consider.

- 76.1. **Concentration risk:** Where significant percentages of a portfolio are held in a single security or asset class or highly correlated securities, volatility may be very high relative to broader market indices. Concentrations may occur with counterparties (issuer), asset class, issuer, industry, or currency.
- 76.2. **Credit risk:** This risk is typically associated with fixed income instruments but applies to any instrument where repayment depends on the ability of an entity to settle an obligation. The risk borne is that the issuer may default in part or in full on their obligation.
- 76.3. **Counterparty risk:** Conceptually the same as 'Credit Risk', but generally used to describe the risk of less direct exposures such as the issuer on a structured product, some Exchange Traded Funds (ETFs), or the entity behind a derivatives contract.
- 76.4. **Currency risk:** Currency can either directly or indirectly affect an investment. The value of a holding will be directly affected by foreign exchange movements where the investor's reference currency is different from the investment currency. For investments such as

equities, the value of the underlying investment may also be indirectly affected by currency where foreign exchange movements influence the market economy and competitiveness of companies.

- 76.5. **Liquidity risk:** There are two types of 'liquidity risk'. Firstly, by design a structure may render funds inaccessible to the investor over certain periods of time as a result of lockups or redemptions, leaving the investor open to market risk during these interim periods. Secondly, if market volumes in an investment are low, an investor may be unable to find a buyer or seller to match their position or may only be able to buy or sell at disadvantageous prices.
- 76.6. **Market risk:** Any investment is subject to market fluctuations and thus there can be no assurance that an investment will return its original value or that appreciation will occur.
- 76.7. **Political risk:** Countries with political instability or where political bodies can exert a strong influence on markets and business practices may be subject to greater volatility. Political risk is present if the potential returns on an investment could be significantly affected by a political entity's decisions rather than by predominantly economic and market factors. Political risk may include the potential for currency controls, expropriation, and insufficient legal or regulatory infrastructure.
- 76.8. **Rollover risk:** Rollover risk is faced by countries and companies when their debt is close to maturity and must be 'rolled over' into new debt. If market conditions have deteriorated since the issue was last financed, the costs of the new financing may be considerably higher, or it may not even be possible to find new buyers to provide refinancing for maturing debt.
- 76.9. **Inflation risk:** Erosion of real capital value relative to its future purchasing power.
- 76.10. **Transparency complexity risk:** Some products such as hedge funds, structured products, fund of funds, and private equity may not give clients full or real-time transparency on holdings or have complex underlying positions. Investors should take particular care in understanding the structure of these holdings and the nature of the product prior to investing.
- 76.11. **Leverage risk:** Where lending is either secured by a portfolio or is embedded in a product, investors may be particularly exposed to increased market risk and liquidity risk in adverse markets.

## Schedule 2

### 77. Order Execution Disclosure Statement

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

### 78. The Best Execution Obligation

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

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

### 79. Reliance on Another Party

79.1. We are permitted under applicable regulation to rely on another party who executes the transaction to provide best execution if we believe on reasonable grounds that that person will do so. We ordinarily execute transactions by passing the orders to RBC Europe Limited (“RBCEL”) who will either access an Execution Venue directly or pass the orders to another party (such as a broker) for execution.

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

### 80. Relevant Policy Factors - RBCEL

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

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

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

### 81. Execution Arrangements and Venues

81.1. “Execution venues” are markets where financial instruments are bought and sold. This can include regulated markets, such as the London Stock Exchange and Multilateral Trading Facilities (“MTF”), although your orders may be executed on a venue that is not an EU regulated market or MTF.

81.2. The execution venues used by RBCEL where your orders will most regularly be executed and upon which significant reliance is placed to meet their best execution obligations is available on request. It should be noted that RBCEL is a Systematic Internaliser, which under FCA regime is defined as an investment firm which, on an organised, frequent, systematic and substantial basis, deals on own account by executing client orders outside a regulated market, MTF or Organised Trading Facility without operating a multilateral system.

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

### 82. Transmitting an Order to a Broker

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

82.2. Proper due diligence on financial, compliance and regulatory issues is undertaken on all new brokers being selected and we and RBCEL only



trade with brokers that have been approved in this way. Where we or RBCEL transmit your order to a broker for execution we will satisfy ourselves that the broker has arrangements in place to comply with the best execution obligation taking into account the factors relevant to your order (see above).

82.3. While we endeavour to satisfy ourselves that the arrangements we have in place will provide you with the best possible result on a consistent basis, we cannot guarantee that we will be able to provide you with best execution for every order we execute or is executed by RBCEL on your behalf.

**83. Monitoring and review of the policy and order execution arrangements**

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

**Further information**

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

### Schedule 3

#### 84. Summary of Conflicts of Interest Policy

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

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

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

- i) **Employee Code of Conduct:** This code requires the highest possible standards of honesty and ethical behaviour amongst employees. All employees are required to attest to having read this policy upon joining and are periodically tested on their knowledge of the code.
- ii) **Outside employment:** This policy requires preapproval of any employee wishing to take up an outside employment (including a directorship or trusteeship) whether remunerated or not. Approval will not be granted if the proposed appointment presents a conflict with our business or our clients (for example, a directorship at a competitor firm is unlikely to be approved).
- iii) **Personal Account Dealing Policy:** This policy is designed to prevent conflicts which might otherwise arise where our employees are trading on their own account in securities which we could be buying or selling on behalf of our clients. The policy requires the Bank’s employees to follow strict internal rules, including pre-approval, when they wish to trade in securities on their own account.

- iv) **Gifts and Hospitality Policy:** This policy places restrictions on the type and value of gifts and entertainment received or given by our employees, in order to prevent employees from being improperly influenced in the performance of their responsibilities.
- v) **Suitability Policy:** This policy details our response to complying with the regulatory requirements for assessing suitability for advised services. Included in this policy are details of what information will be gathered from you to assess suitability and also details what monitoring and record keeping arrangements are in place to ensure that investment recommendations to purchase related RBC products or services are suitable to meet your needs.
- vi) **Information Barriers Policy:** This policy places tight restrictions on the ability to share client, portfolio and trading information amongst different parts of RBC. As such, it facilitates the effective management of conflicts arising where the Bank deals with other entities within the RBC group of companies, for example:
  - By preventing the situation where confidential information received by another part of RBC becomes known within the Bank, thereby potentially affecting its ability to act in the best interests of its clients
  - By ensuring confidentiality and independence between RBC’s principal investing activities and the Bank’s fiduciary activities.

#### 85. Order Execution and Allocation Policies

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

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