

UK IFA
Terms of Business and Application Form
UK Financial Intermediaries

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Financial Intermediaries

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Introduction

These Financial Intermediaries Terms and Conditions govern the relationship whereupon the Financial Intermediary introduces its clients to SG Kleinwort Hambros Bank Limited (SG Kleinwort Hambros) and where SG Kleinwort Hambros makes available discretionary portfolio services, execution-only services and custody services to such clients.

Client Applications

It is the Financial Intermediary's responsibility to obtain and submit all of the required client information (including client verification and source of funds) and the acceptance of client applications are at the sole discretion of SG Kleinwort Hambros or its Affiliated Companies.

Promotion of SG Kleinwort Hambros Products

All promotions and presentations of SG Kleinwort Hambros or its Affiliated Companies or any of its products or services made by Financial Intermediaries to potential/existing clients, must follow the content of SG Kleinwort Hambros and its Affiliated Companies standard literature and presentation material. Any promotion or

presentation which contains any information outside of such literature and material is unauthorised.

Regulation & Compliance

The Financial Intermediary remains responsible for its own regulation and compliance, ensuring that it is licensed (where necessary) to promote products and services of SG Kleinwort Hambros in the jurisdictions in which the Financial Intermediary operates and provides advice to prospective clients on the suitability and implications of entering into such products and services.

SG Kleinwort Hambros is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the conduct of designated investment business. These terms set out the terms upon which SG Kleinwort Hambros will accept business and Clients from the Financial Intermediary.

1. Definitions and Interpretation

1.1 In these Terms:

Appointed Representative and Introducer Appointed Representative shall have the meaning given to that term in section 39 of the Financial Services and Markets Act 2000.

Affiliated Company means any undertaking in the same group as SG Kleinwort Hambros.

Clients means any person whose application for any of the Services is introduced to SG Kleinwort Hambros through the Financial Intermediary pursuant to these Terms and references to Clients shall include insurance, investment and pension providers who open accounts with SG Kleinwort Hambros in respect of (either directly or indirectly) the assets of clients of the Financial Intermediary (each a **Professional Client**).

FCA means the Financial Conduct Authority or any other regulatory body which may be established from time to time in the United Kingdom to carry out the role of the FCA.

FCA Rules means the Rules and Guidance issued by the FCA.

Financial Intermediary means the Party to these Terms acting as the investment adviser to the Clients and includes any employee, contractor, agent or Appointed Representative (and/or Introducer Appointed Representative) of that Party.

FSMA means the Financial Services and Markets Act 2000.

Indemnified Person means SG Kleinwort Hambros, any Affiliated Company and its and their agents, employees and servants.

SG Kleinwort Hambros means SG Kleinwort Hambros Bank Limited and its successors and assignees.

Party means either SG Kleinwort Hambros or the Financial Intermediary.

Parties means both SG Kleinwort Hambros and the Financial Intermediary.

Services means Discretionary Investment Management Services, Execution-Only Services and Custody Services (as such terms are defined in our Standard Terms) which SG Kleinwort Hambros may provide to the Clients on the basis of the Standard Terms.

Standard Terms means SG Kleinwort Hambros's Investment and Banking Services Terms and Conditions, as amended from time to time, for the provision of the Services. The current Standard Terms will be provided to the Financial Intermediary upon request.

Terms means the terms set out in these Terms of Business and Application Form (including any application form or appendices) as the same may be amended, modified or supplemented from time to time in accordance with clause 18 of these Terms.

1.2 Throughout these Terms words in the singular shall include the plural and references to one gender include references to the other and references to persons shall include bodies of persons whether incorporated or unincorporated. All references to 'you' and 'your' mean the Financial Intermediary and all references to 'we', 'us' and 'our' mean SG Kleinwort Hambros.

1.3 Clause headings in these Terms are for ease of reference only and do not affect the construction of any provision.

1.4 References to statutory provisions, regulations or rules shall include those provisions, regulations, or rules as amended, consolidated, extended, substituted or re-enacted from time to time.

2. Services provided by the Parties

2.1 The services to be provided by the Financial Intermediary under these Terms **are limited to:**

- (a) introducing and referring Clients to SG Kleinwort Hambros for the purposes of SG Kleinwort Hambros offering the Services; and
- (b) where applicable, distributing written financial promotions materials approved by SG Kleinwort Hambros.

2.2 Subject to clause 2.3, SG Kleinwort Hambros will provide the Services to the Clients on the basis of SG Kleinwort Hambros's Standard Terms.

2.3 SG Kleinwort Hambros reserves the right, in its absolute discretion, to refuse to open an account and/or to provide Services (or any of them) to any Client, and further reserves the right to terminate an existing relationship with any Client. SG Kleinwort Hambros shall inform the Financial Intermediary of the termination of any relationship with any Client but shall not be required to provide reasons to the Financial Intermediary for any such termination.

2.4 SG Kleinwort Hambros shall undertake such due diligence on each Client for whom the Financial Intermediary requests SG Kleinwort Hambros to open an account as may be required by applicable law or regulation or as SG Kleinwort Hambros may otherwise consider necessary or desirable. The Financial Intermediary will provide SG Kleinwort Hambros with such information and such assistance as SG Kleinwort Hambros may request in order to enable it to undertake such due diligence enquiries.

2.5 In respect of any Client that opens an account with SG Kleinwort Hambros, in order that the Financial Intermediary may receive notices and/or information in respect of such account, the respective Client must provide to SG Kleinwort Hambros written authorisation as contained within Appendix 1 to these Terms (and/or such other documentation as SG Kleinwort Hambros may reasonably require from time to time). SG Kleinwort Hambros shall accept requests for information from any officer or employee of the Financial Intermediary in accordance with the Standard Terms. The Financial Intermediary undertakes to ensure that all relevant persons are appropriately qualified, regulated and competent individuals.

Section A: Terms of Business

- 2.6 In the event that SG Kleinwort Hambros forwards to the Financial Intermediary any information relating to markets or products, the Financial Intermediary acknowledges that it shall be treated as a professional customer in respect thereof. For certain products and materials, SG Kleinwort Hambros may require the Financial Intermediary to execute additional documentation regarding the use and distribution of the same.
- 2.7 The Financial Intermediary acknowledges and agrees that nothing in these Terms shall restrict SG Kleinwort Hambros from entering into similar arrangements with other persons or entities.
- 2.8 Nothing herein shall prevent the Financial Intermediary from providing services similar to those contemplated by these Terms to any other bank or financial institution.
- 2.9 The Financial Intermediary undertakes to promptly disclose to each Client that opens an account at SG Kleinwort Hambros that it has entered into these Terms with SG Kleinwort Hambros.
- 3. Financial Intermediary as Agent of the Client**
- 3.1 The Financial Intermediary warrants, represents and undertakes to SG Kleinwort Hambros that:
- (a) it has all the necessary official, regulatory and other authorisations under any applicable or relevant legislation and regulations in the country/territory where the Services are promoted by the Financial Intermediary; and
 - (b) it will comply with all applicable client data protection laws and regulations.
- 3.2 For UK resident or domiciled Financial Intermediaries, the Financial Intermediary represents, warrants and undertakes to SG Kleinwort Hambros that:
- (a) it is an "authorised person" for the purposes of FSMA; and
 - (b) it will do everything within its power to maintain such status as an "authorised person" whilst promoting and/or carrying out any services in relation to the Services pursuant to its authorisation under the Terms.
- 3.3 Where the Financial Intermediary is promoting any Service which is not regulated or authorised in any jurisdiction, the Financial Intermediary (and not SG Kleinwort Hambros nor any Affiliated Company) will be responsible for ensuring that any regulatory requirements are met in that jurisdiction for the promotion of that Service.
- 3.4 The Financial Intermediary agrees that it will not:
- (a) act as an agent of SG Kleinwort Hambros or any Affiliated Company; or
 - (b) make any representations or warranties or give any undertakings to Clients or potential Clients that it is acting as an agent for, or represents in any way, SG Kleinwort Hambros or any Affiliated Company.
- 3.5 It is acknowledged by both the Financial Intermediary and SG Kleinwort Hambros that the entry into the Terms shall not constitute nor be deemed to constitute a partnership and neither Party shall be, or be construed to be, the agent of the other for any purpose or have any authority to bind or incur any liability on behalf of the other Party.
- 3.6 Except in relation to your responsibilities to SG Kleinwort Hambros under these Terms, the Financial Intermediary shall act as an agent of a Client at all times in relation to any application by such Client for any of the Services.
- 3.7 The Financial Intermediary warrants, represents and undertakes to SG Kleinwort Hambros that whenever it submits to SG Kleinwort Hambros an application by a Client for any Service it will be duly authorised by the Client to act on behalf of the Client in respect of such application.
- 3.8 The Financial Intermediary is responsible for ensuring the suitability of any Service for the Client and since neither SG Kleinwort Hambros nor any Affiliated Company is providing any investment advice to the Client or the Financial Intermediary neither SG Kleinwort Hambros nor any Affiliated Company shall have any liability whatsoever to the Client or the Financial Intermediary in respect of the suitability or appropriateness of the Service for the Client.
- 3.9 SG Kleinwort Hambros and each Affiliated Company reserves the right to record all telephone conversations with the Financial Intermediary and any Client and reserves the right to use such records in any dispute that may arise under these Terms or otherwise.
- 3.10 SG Kleinwort Hambros and any Affiliated Company shall be entitled (without identifying any Client) to use any information or data supplied by the Financial Intermediary for the purposes of conducting market research, preparing strategic or other marketing plans or gauging the efficacy of its Services and/or the performance of its staff in dealing with the Financial Intermediary or Clients as a whole.
- 4. Investment Responsibilities of SG Kleinwort Hambros**
- 4.1 The Financial Intermediary acknowledges and agrees that:
- (a) SG Kleinwort Hambros accepts no responsibility for the suitability of investment advice given by the Financial Intermediary (including but not limited to advice concerning the acquisition by any Client of any investment product, pension or insurance product notwithstanding the role of SG Kleinwort Hambros in managing the underlying investments of any such products) to any Client (or to any underlying clients in respect of Professional Clients introduced to SG Kleinwort Hambros). Further, SG Kleinwort Hambros is not responsible for ensuring that any such products remain appropriate to any Client's personal circumstances in the future;
 - (b) (in circumstances where the Financial Intermediary has assisted the Client in completing the application) in the absence of direct contrary instructions from the Client, the profile of the Client as detailed in the account opening forms shall be deemed by SG Kleinwort Hambros to remain correct; and
 - (c) SG Kleinwort Hambros shall only be responsible in respect of those assets booked to the Clients' accounts with SG Kleinwort Hambros. Further, SG Kleinwort Hambros shall inform the Clients (excluding any Professional Clients) of the scope of its services in writing in the form of a letter (an example of which is at Appendix 1 to these Terms). The Financial Intermediary acknowledges and agrees with the contents therein.

5. Documentation

5.1 The Financial Intermediary agrees to promptly deliver to a Client to whom it is providing investment advice in relation to any Service all documents which SG Kleinwort Hambros has provided to the Financial Intermediary for the purpose of distribution to, and/or completion by, a Client and without amending any such documents.

5.2 The Financial Intermediary agrees to promptly deliver to SG Kleinwort Hambros the appropriate application document(s) duly signed and completed by the Client together with such other documents or information (including copies of any professional advice received by the Client) as SG Kleinwort Hambros may require.

5.3 SG Kleinwort Hambros shall be entitled to send directly to a Client all documents which, in relation to a Service, SG Kleinwort Hambros is required by any applicable law or regulation or by any agreement to send directly to the Client and also reserves the right to send other documents and communications direct without reference to the Financial Intermediary.

5.4 Where, at the request of the Financial Intermediary, SG Kleinwort Hambros sends to the Financial Intermediary any statement or other document relating to a Service which SG Kleinwort Hambros is required by law or by any regulatory requirement to deliver to that Client, the Financial Intermediary will, immediately on receipt, send a copy of it to the Client.

5.5 The Financial Intermediary agrees to provide to a Client such written documentation in relation to a Service being provided to a Client as that Financial Intermediary may be required to provide by the regulatory requirements to which the Financial Intermediary is subject by virtue of its status as detailed in clause 3.1 of these Terms.

5.6 Until such times as all satisfactory documentation has been received and accepted by SG Kleinwort Hambros, it will not be possible to undertake any Services, to accept subscriptions or to act upon any instructions or notifications received.

6. Provision of Information

6.1 The Financial Intermediary agrees to accede to all reasonable requests from SG Kleinwort Hambros for information and shall promptly notify SG Kleinwort Hambros of any and all matters affecting the Financial Intermediary, which may affect the relationship between SG Kleinwort Hambros and the Financial Intermediary, or of which SG Kleinwort Hambros ought otherwise reasonably to be aware.

6.2 The Financial Intermediary agrees to co-operate with the FCA and with SG Kleinwort Hambros's auditors when requested and shall permit the same access to any and all records maintained by the Financial Intermediary in consequence of providing the Services as contemplated herein.

7. Material Interests

7.1 Nothing shall prevent SG Kleinwort Hambros from executing transactions on behalf of Clients in which SG Kleinwort Hambros or an Affiliated Company has, directly or indirectly, a material interest or a relationship of any description with any third party, which may involve a potential conflict with SG Kleinwort Hambros's duty to the Clients. SG Kleinwort Hambros shall not be liable to account to the Financial Intermediary or any Clients for any profit or benefit made or derived there from.

7.2 SG Kleinwort Hambros may acquire for any purpose, agree to acquire and enter into any transaction in respect of any investments which are for the time being and from time to time held by SG Kleinwort Hambros on behalf of Clients. SG Kleinwort Hambros shall not be liable to account either to the Financial Intermediary or to any Clients for any profit or benefit made or derived there from.

8. Applicable Law and Regulation

8.1 The Financial Intermediary and SG Kleinwort Hambros shall be solely responsible for their own compliance with all applicable laws and regulations in the performance of their respective services to the Clients and neither Party shall have any responsibility to check or monitor such compliance by the other Party. Further, each Party hereby confirms that it is authorised under the rules of the applicable regulatory body to carry out business as contemplated by these Terms. Each Party acknowledges that it is its responsibility to ensure that its actions under these Terms comply in all circumstances with laws and regulations applicable to it in its given jurisdiction. For the avoidance of doubt, the Financial Intermediary confirms that it is appropriately authorised and regulated by the FCA and at all times will comply with FSMA.

8.2 Each Party warrants that it shall immediately notify the other Party of any material breaches of the applicable laws and/or regulations as referred to in clause 8.1 above. Further, the Financial Intermediary shall indemnify SG Kleinwort Hambros for any losses, costs, claims and expenses it may suffer and/or incur as a consequence of any failure by the Financial Intermediary to comply with such laws and regulations.

8.3 The Financial Intermediary shall promptly inform SG Kleinwort Hambros if any licence or authorisation obtained by the Financial Intermediary in respect of the conduct of its business is withdrawn, terminated or has any restrictions or conditions placed upon it or such withdrawal, termination or imposition of restrictions or conditions is pending or threatened or in the event that the Financial Intermediary is undergoing investigation by any governmental agency or other regulatory body.

8.4 Either Party may take such action or non-action as may be required or permitted in order to comply with applicable laws and regulations and in particular, but without limitation, the FCA Rules.

8.5 The Financial Intermediary represents and warrants that none of its principals, shareholders, directors, officers, or employees who are responsible for performance of the Financial Intermediary's obligations under these Terms are an official, agent, employee, or representative of any national, provincial, or local government, political party, political candidate, or public international organisation (each, a **Public Official**), nor are any of them immediate family members (i.e. parent, child, spouse, sibling) of such a Public Official. The Financial Intermediary shall promptly notify SG Kleinwort Hambros if circumstances during the term of this agreement render the preceding representation and warranty inaccurate with respect to any of the Financial Intermediary's personnel. Upon such notification, SG Kleinwort Hambros may impose such restrictions on the participation of such personnel in the performance of the Financial Intermediary's obligations as SG Kleinwort Hambros deems necessary to ensure compliance with any provisions of the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 and any other relevant anti-corruption laws and regulations (together, the **Anti-Corruption Laws**).

Section A: Terms of Business

- 8.6 In performance of their obligations under these Terms, neither the Financial Intermediary, nor any person acting on their behalf, shall receive from or offer or promise to give any undue financial or other advantage, whether directly or indirectly, to a Public Official or any other person in exchange for that Public Official or person to act or refrain from acting in a way which breaches any of the Anti-Corruption Laws.
- 8.7 If the Financial Intermediary's performance under these Terms is determined by SG Kleinwort Hambros to be contrary to any of the Anti-Corruption Laws, or the Financial Intermediary's representations as set forth in these Terms, then these Terms shall be null and void from their inception, and in such event any compensation paid or accrued shall be forfeited by the Financial Intermediary, and no future payments or accruals shall be made by SG Kleinwort Hambros for the Financial Intermediary's account.
- 9. Anti-Money Laundering and Counter Terrorist Financing Legislation**
- 9.1 The Financial Intermediary warrants that it has complied and shall continue to comply with all applicable anti-money laundering and counter terrorist financing laws and regulations in particular, but not limited to, all laws and regulations relating to the confirmation of all Clients' identities and sources of wealth.
- 9.2 For the avoidance of doubt and without prejudice to any clause herein, SG Kleinwort Hambros reserves the right to immediately terminate these Terms and the agreement between the Financial Intermediary and SG Kleinwort Hambros should the Financial Intermediary fail to comply with any request made by SG Kleinwort Hambros to enable SG Kleinwort Hambros to comply with any applicable anti-money laundering laws or regulations.
- 10. Representations, Warranties and Indemnities**
- 10.1 The Financial Intermediary represents and warrants to SG Kleinwort Hambros at the date it enters into these Terms, and on a continuing basis throughout the duration that the Services are provided to a Client by SG Kleinwort Hambros, that:
- (a) all relevant information provided to SG Kleinwort Hambros is, to the best of the Financial Intermediary's knowledge, full, complete and accurate;
 - (b) there is no fact or matter known to the Financial Intermediary which has not been disclosed to SG Kleinwort Hambros which would be likely to affect SG Kleinwort Hambros's willingness to provide the Services or to be bound by these Terms;
 - (c) the Financial Intermediary and any and all persons employed or engaged by it (including, but not limited to, any of its Appointed Representatives and/or Introducer Appointed Representatives) have the necessary skills and qualifications to enable SG Kleinwort Hambros to enter into this Agreement and to enable the Financial Intermediary to perform its obligations hereunder in a fit and proper manner; and
 - (d) the Financial Intermediary is established and has a place of business in the United Kingdom.
- 10.2 The Financial Intermediary shall immediately inform SG Kleinwort Hambros if it ceases to be established or have a place of business in the United Kingdom.
- 10.3 In the absence of negligence, wilful default or fraud on the part of SG Kleinwort Hambros or its officers or employees, SG Kleinwort Hambros shall not be liable for any loss or damage which the Financial Intermediary may sustain or suffer as a result of or in the course of the provision by SG Kleinwort Hambros of the Services. Without prejudice to the foregoing, under no circumstances shall SG Kleinwort Hambros be liable for any indirect, consequential or special loss and/or damage, loss of business, loss of profit, loss of data, loss of goodwill or reputation or wasted management time even if SG Kleinwort Hambros had prior notice of the possibility of the loss and/or damage arising.
- 10.4 The Financial Intermediary agrees to indemnify and keep indemnified the Indemnified Persons from and against all claims, damages, demands, losses, costs or expenses of any kind whatsoever which may be incurred by the Indemnified Persons or any of them as a consequence of:
- (a) any failure by the Financial Intermediary, its employees, contractors, agents or Appointed Representatives (and/or Introducer Appointed Representatives) to comply with these Terms;
 - (b) any negligence, wilful default or fraud on the part of the Financial Intermediary, its employees, contractors, agents or Appointed Representatives (and/or Introducer Appointed Representatives) in the performance of its obligations under these Terms; or
 - (c) the Financial Intermediary, its employees, contractors, agents or Appointed Representatives (and/or Introducer Appointed Representatives) otherwise acting in any way other than as contemplated under these Terms.
- 11. Use of SG Kleinwort Hambros Information**
- 11.1 The Financial Intermediary acknowledges that in the course of performing its obligations under these Terms it may obtain information or develop relationships that could place it in a position to compete unfairly with the business conducted by SG Kleinwort Hambros, and accordingly undertakes that during the period these Terms are in force and for a period of one year after their expiry or earlier termination, it shall not either on its own account or for any other person, without the prior written consent of SG Kleinwort Hambros, solicit or endeavour to entice away any:
- (a) client of SG Kleinwort Hambros; and/or
 - (b) person who is employed by SG Kleinwort Hambros (or any Affiliated Company) or, if such employment has terminated, was so employed at the date of determination of these Terms.
- 11.2 The Financial Intermediary hereby undertakes to SG Kleinwort Hambros (and all Affiliated Companies) that it will not (and will procure that no other company within the group of companies of which it forms part) set up or establish or hold any interest in any person (whether corporate or otherwise) which in any way competes with SG Kleinwort Hambros or any Affiliated Company or provides to any Client any products or services which are the same as or similar to any of the Services without the prior written consent of SG Kleinwort Hambros. The Financial Intermediary undertakes to SG Kleinwort Hambros that it will upon written request by SG Kleinwort Hambros confirm compliance by the Financial Intermediary with this clause 11.
- 11.3 Nothing in this clause 11 shall prevent the Financial Intermediary from promoting to any Client any products belonging to any competitor of SG Kleinwort Hambros or any Affiliated Company.

12. Confidentiality

- 12.1 Except to the extent contemplated herein or as otherwise required by applicable laws or court order or requested by any government, regulatory, self-regulatory or official agency or body or the rules or regulations of any stock exchange with whose instructions either Party has to comply, neither of the Parties shall, either before or after the termination of these Terms, disclose to any person not authorised by the relevant Party to receive the same any information relating to such Party or to the affairs of such Party of which the Party disclosing the same shall have obtained in connection with these Terms and each Party shall use all reasonable endeavours to prevent any such disclosure as aforesaid.
- 12.2 Neither of the Parties shall knowingly do or commit any act or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of either of them or any director of either of them.

13. Termination

- 13.1 These Terms become effective and binding on the Parties on the date the Application is signed by the Financial Intermediary and shall continue until terminated in accordance with these Terms.
- 13.2 Either Party may terminate these Terms upon giving 3 months notice to the other Party, save that, in the case of:
- (a) any material breach of these Terms by either Party; or
 - (b) either Party being prevented for any legal or regulatory reason from performing relevant services to Clients or its obligations under these Terms;
- then the other Party may terminate this agreement immediately without notice.
- 13.3 Any termination or expiry of these Terms shall be without prejudice to the provisions of clauses 10.4, 11 and 12 which shall survive such termination or expiry.
- 13.4 Save as specifically stated otherwise in these Terms such termination shall be without prejudice to any antecedent liability of either Party under these Terms.
- 13.5 Upon termination of these Terms, the Financial Intermediary shall promptly deliver to SG Kleinwort Hambros any documents or property belonging to SG Kleinwort Hambros which may be in the possession or under the control of the Financial Intermediary.

14. Capacity to enter into these Terms

- 14.1 The Financial Intermediary hereby represents and warrants to SG Kleinwort Hambros that:
- (a) it has the power to enter into and perform its obligations under these Terms and that these Terms constitute a legal, valid and binding obligation on the Financial Intermediary;
 - (b) it has obtained all necessary consents to enter into and perform all of its obligations under these Terms;
 - (c) it has the necessary power and authority to enter into these Terms on behalf of its Appointed Representatives and/or Introducer Appointed Representatives and that these Terms constitute a legal, valid and binding obligation on any such Appointed Representatives and/or Introducer Appointed Representatives; and

- (d) it authorises any and all of its officers and employees to request information from SG Kleinwort Hambros in accordance with clause 2.5 above.

15. Data Protection

- 15.1 Each Party undertakes and warrants that it shall comply with the provisions of the Data Protection Act 1998 (the **Act**).
- 15.2 The Financial Intermediary consents to, and warrants that it has informed any and all employees, servants or agents working for or on behalf of the Financial Intermediary (the **Employees**) and they consent to, SG Kleinwort Hambros and Affiliated Companies holding and processing both electronically and manually the data it collects (which may include "sensitive data" as defined by the Act) relating to the Financial Intermediary and the Employees for the purposes of providing its services and for the purposes of SG Kleinwort Hambros's administration and management of its business and for compliance with applicable procedures, laws and regulations. The Financial Intermediary also consents to, and warrants that it has informed all Employees and such Employees consent to, the transfer, storage and processing of such data both inside and outside the European Economic Area including (but not limited to) any country in which SG Kleinwort Hambros has offices.

16. Force Majeure

- 16.1 If either Party is prevented or delayed in the performance of any of its obligations under these Terms by force majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is reasonably necessary for that Party, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 16.2 In this Agreement, **force majeure** means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, tempest or storm.

17. Marketing Materials

- 17.1 A Party (**Party A**) shall only be permitted to place the other Party's (**Party B**) documents and/or marketing material on a website if:
- (a) Party A is the legal owner of the website;
 - (b) Party A has obtained Party B's prior written consent to place Party B's material on Party A's website;
 - (c) Party B has had sight of Party A's website and has agreed to the precise position of Party B's material on Party A's website; and
 - (d) the website ensures that Party B's material is adequately distinguished from Party A's own material.
- 17.2 Party A shall be responsible for monitoring the content of any website on which Party B's material is placed.

18. Variation

- 18.1 These Terms shall supersede any other terms and conditions in any agreement, oral or written, in respect of the subject matter hereof between the Parties made prior to the date hereof.
- 18.2 SG Kleinwort Hambros may vary these Terms subject to 30 days prior written notice being given to the Financial Intermediary except in circumstances where changes in the rules of a relevant regulatory organisation/governmental body, or any applicable law or regulation are such so as to require any changes to these Terms to take effect immediately or prior to the expiry of such 30 day period in which case notice of variation shall be given as soon as is reasonably practicable.
- 18.3 SG Kleinwort Hambros may at any time transfer or assign the Terms or any of its rights hereunder, or subcontract any and all of its obligations under the Terms to any Affiliated Company or any other third party without the need for any consent or approval from the Financial Intermediary.
- 18.4 The Financial Intermediary shall not be entitled to sub-contract or transfer any rights or obligations nor to delegate the whole or any part of its functions under the Terms to any person without the prior written consent of SG Kleinwort Hambros.

19. Notice

- 19.1 Any notice which may be given under these Terms shall be deemed to have been duly given:
- (a) if being given by the Financial Intermediary to SG Kleinwort Hambros, it is sent by first class post addressed to SG Kleinwort Hambros at the address of SG Kleinwort Hambros; and
 - (b) if being given by SG Kleinwort Hambros to the Financial Intermediary, it is sent by first class post addressed to the Financial Intermediary at the address of the Financial Intermediary.
- 19.2 Any such notice if sent by first class post shall be deemed to have been served on the business day following the day on which it was posted where the offices of both Parties reside in the same country.

20. Severability

- 20.1 Any term of these Terms which is or becomes prohibited or unenforceable for any reason in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and such prohibition or unenforceability shall not invalidate the remaining provisions of these Terms or affect the validity or enforceability of the remaining provisions.

21. Third Party Rights

- 21.1 No party shall be entitled to enforce any of the rights under these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999 save that any Affiliated Company or Indemnified Persons may enforce their rights as contemplated under these Terms.

22. Waiver

- 22.1 The failure by either Party to enforce at any time or for any period any one or more of the rights, terms or conditions of these Terms shall not constitute a waiver of them or of the right at any time of either Party to subsequently enforce all rights, terms and conditions of these Terms.

23. Governing Law

- 23.1 These Terms, and any non-contractual obligations arising out of or in connection with them, are to be governed by and will be construed in accordance with the laws of England.
- 23.2 The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England in respect of any claim, dispute or difference which may arise out of or in connection with these Terms.

Regulatory information

Kleinwort Hambros is the brand name of SG Kleinwort Hambros Bank Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm reference number is 119250. The company is incorporated in England and Wales under number 964058 and its registered address is 5th Floor, 8 St James's Square, London SW1Y 4JU.

Section B: Application Form

The Financial Intermediary is requested to sign and return a copy of these Terms of Business and Application Form.

1. General Information

Name of entity or individual (if sole trader):

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.....
.....
.....

Main contact person:

Registered office address:

.....
.....
.....
.....
.....
.....

Country:

Postcode:
.....

Business address (if different from above):

.....
.....
.....
.....
.....
.....

Country:

Postcode:
.....

Main telephone number (including code(s)):

.....
.....

Alternative telephone number (including code(s)):

.....
.....

Main fax number (including code(s)):

.....
.....

Mobile telephone number (including code(s)):

.....
.....

Email address:

.....
.....

Website address:

.....
.....

Main purpose of business:

.....
.....
.....
.....
.....
.....

Are you/the business licensed/registered for the activities above (please tick):

Yes No

Name of regulatory body (e.g. the Financial Conduct Authority):

.....
.....
.....

Name of contact within SG Kleinwort Hambros:

.....
.....

Section B: Application Form

2. Acceptances

These Terms of Business and Application Form are accepted by the signatories in accordance with the authorised signatory list of the Financial Intermediary.

Unless you opt out below, you consent to SG Kleinwort Hambros and its group companies sending you details of selected products and services that we think you may be interested in.

Authorised signatory:

[Empty dotted box for authorised signatory]

Authorised signatory (optional):

[Empty dotted box for optional authorised signatory]

Name:

Name:

Position:

Position:

Date: D D M M Y Y Y Y

Date: D D M M Y Y Y Y

Do not contact me with offers about other products and services by:

Phone Email Post

Do not contact me with offers about other products and services by:

Phone Email Post

For and on behalf of SG Kleinwort Hambros Bank Limited

Authorised signatory 1:

[Empty dotted box for authorised signatory 1]

Authorised signatory 2:

[Empty dotted box for authorised signatory 2]

Name:

Name:

Date: D D M M Y Y Y Y

Date: D D M M Y Y Y Y

Please return this completed Terms of Business and Application Form, together with any relevant documentation to:

**Head of UK Financial Intermediaries
SG Kleinwort Hambros Bank Limited
5th Floor,
8 St James's Square,
London
SW1Y 4JU**

Appendix 1 - Financial Intermediary Authority

You have been introduced to SG Kleinwort Hambros Bank Limited (the **Bank**) by your financial adviser (the **Financial Intermediary**) for the provision of certain services in respect of a portion of your overall wealth. The purpose of this letter is to describe the scope of the service provided to you by the Bank to complement those services provided to you by your Financial Intermediary.

In respect of your account(s) with the Bank, the Bank shall provide Discretionary Investment Management Services; Execution-Only Services and Custody Services in accordance with this Application Form and the Bank's standard terms and conditions for Investment and Banking Services (a copy of which has been provided to you) (the **Standard Terms**). Where the contents of this letter are inconsistent with the Standard Terms, this letter shall prevail.

Specific features of the arrangement are detailed below:

1. The Bank's responsibility is limited to Discretionary Investment Management Services; Execution-Only Services and Custody Services solely in respect of the cash and investments held in and/or booked to your account with the Bank. For any advice that you may require concerning other assets or your other personal financial needs you should consult directly with the Financial Intermediary.
2. The Bank is not responsible for any advice given by the Financial Intermediary (including but not limited to advice concerning the acquisition by you of any investment product, pension or insurance product notwithstanding our role in managing the underlying investments of any such products). Further, the Bank is not responsible for ensuring that any such products remain suitable or appropriate to your personal circumstances in the future.
3. The Bank will not monitor whether the Financial Intermediary adheres to guidelines (whether compulsory or otherwise) and regulations of regulatory bodies they may be subject to, or to other regulations which the Bank itself would ordinarily have to adhere to if it managed and/or advised you in respect of your assets in the absence of the Financial Intermediary.
4. You acknowledge and agree that, as part of its fees and charges, the Bank may facilitate the direct collection of fees payable to the Financial Intermediary from your portfolio ("Adviser Charging") and will in such event pass such fees to the Financial Intermediary.

You confirm that the agreed level of Adviser Charging will be% per annum and an initial charge of%

5. Upon receipt of a written (including by electronic mail) and/or oral request from any officer or employee of the Financial Intermediary, the Bank shall provide to the Financial Intermediary such information and documentation relating to your account (including but not limited to account valuations) as may be requested from time to time. You acknowledge and agree that all communications between the Bank and any officer or employee of the Financial Intermediary shall be acted upon by the Bank in accordance with the Standard Terms as amended from time to time.

This letter shall be governed by and construed in accordance with the laws of England and Wales.

Please sign and return to us the enclosed copy of this letter thereby acknowledging its contents.

Yours sincerely,
SG Kleinwort Hambros Bank Limited

I/We acknowledge and agree to the provisions of the services provided by the Bank as detailed in the above letter.

Signed:

Signed:

Name:

Name:

Date:

Date:

SG Kleinwort Hambros Bank Limited

5th Floor, 8 St James's Square

London SW1Y 4JU

T +44 20 7597 3000

F +44 20 7597 3456

www.kleinworthambros.com



SOCIETE GENERALE GROUP