

# TERMS OF BUSINESS AND APPLICATION FORM UK FINANCIAL INTERMEDIARIES

---

## CONTENTS

Introduction	1
Section A: Terms of Business	2
1. Definitions and Interpretation	2
2. Services provided by the Parties	2
3. Financial Intermediary as Agent of Client	2
4. Investment Responsibilities of Kleinwort Hambros	3
5. Documentation	3
6. Provision of Information	3
7. Material Interests	3
8. Applicable Law and Regulation	3
9. Anti-Money Laundering and Counter Terrorist Financing Legislation	4
10. Representations, Warranties and Indemnities	4
11. Use of Kleinwort Hambros Information	5
12. Confidentiality	5
13. Termination	5
14. Capacity to Enter into these Terms	5
15. Data Protection	5
16. Force Majeure	6
17. Marketing Materials	6
18. Variation	7
19. Notice	7
20. Severability	7
21. Third Party Rights	7
22. Waiver	7
23. Anti-Bribery and Sanctions Commitments	7
24. Corporate Social Responsibility, Sustainable Development and Anti-Slavery Matters	8
25. Electronic Signatures	8
26. Governing Law	8
Regulatory Information	8
Section B: Application Form	9
Appendix: Financial Intermediary Authority	12

# INTRODUCTION

---

These Financial Intermediaries Terms of Business govern the relationship whereupon the Financial Intermediary introduces its clients to SG Kleinwort Hambros Bank Limited (**Kleinwort Hambros**) and where Kleinwort Hambros makes available discretionary portfolio management 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 Kleinwort Hambros or its Affiliated Companies.

## **Promotion of Kleinwort Hambros Products**

All promotions and presentations of 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 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 and 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 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.

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 Kleinwort Hambros will accept business and Clients from the Financial Intermediary.

## SECTION A TERMS OF BUSINESS

- 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 Kleinwort Hambros.
- Clients** means any person whose application for any of the Services is introduced to 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 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 Kleinwort Hambros, any Affiliated Company and its and their agents, employees and servants.
- Kleinwort Hambros** means SG Kleinwort Hambros Bank Limited and its successors and assignees.
- Party** means either Kleinwort Hambros or the Financial Intermediary.
- Parties** means both Kleinwort Hambros and the Financial Intermediary.
- Services** means the discretionary portfolio management service and the custody service (as such terms are used in the Standard Terms) which Kleinwort Hambros may provide to the Clients on the basis of the Standard Terms.
- Standard Terms** means Kleinwort Hambros' terms of business for banking and investment services, as amended from time to time. The current Standard Terms will be provided to the Financial Intermediary upon request.
- Terms** means the terms or agreement 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 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 Kleinwort Hambros for the purposes of Kleinwort Hambros offering the Services; and
- (b) where applicable, distributing written financial promotions materials approved by Kleinwort Hambros.
- 2.2 Subject to Clause 2.3, Kleinwort Hambros will provide the Services to the Clients on the basis of the Standard Terms.
- 2.3 Kleinwort Hambros reserves the right, in its absolute discretion, to refuse to open an account and/or to provide the Services (or any of them) to any Client, and further reserves the right to terminate an existing relationship with any Client. 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 Kleinwort Hambros shall undertake such due diligence on each Client for whom the Financial Intermediary requests Kleinwort Hambros to open an account as may be required by applicable law or regulation or as Kleinwort Hambros may otherwise consider necessary or desirable. The Financial Intermediary will provide Kleinwort Hambros with such information and such assistance as 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 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 Kleinwort Hambros written authorisation as contained within the Appendix to these Terms (and/or such other documentation as Kleinwort Hambros may reasonably require from time to time). 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.
- 2.6 In the event that 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, 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 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 Kleinwort Hambros that it has entered into these Terms with Kleinwort Hambros.
- 3 Financial Intermediary as Agent of the Client**
- 3.1 The Financial Intermediary warrants, represents and undertakes to 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 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 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 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, Kleinwort Hambros or any Affiliated Company.

## SECTION A TERMS OF BUSINESS

- 3.5 It is acknowledged by both the Financial Intermediary and 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 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 Kleinwort Hambros that whenever it submits to 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 Kleinwort Hambros nor any Affiliated Company is providing any investment advice to the Client or the Financial Intermediary neither 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 Kleinwort Hambros and each Affiliated Company reserves the right to record and monitor 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 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 Kleinwort Hambros**
- 4.1 The Financial Intermediary acknowledges and agrees that:
- (a) 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 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 Kleinwort Hambros). Further, 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 Kleinwort Hambros to remain correct; and
- (c) Kleinwort Hambros shall only be responsible in respect of those assets booked to the Clients' accounts with Kleinwort Hambros. Further, 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 in the Appendix 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 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 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 Kleinwort Hambros may require.
- 5.3 Kleinwort Hambros shall be entitled to send directly to a Client all documents which, in relation to a Service, 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, Kleinwort Hambros sends to the Financial Intermediary any statement or other document relating to a Service which 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 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 Kleinwort Hambros for information and shall promptly notify Kleinwort Hambros of any and all matters affecting the Financial Intermediary, which may affect the relationship between Kleinwort Hambros and the Financial Intermediary, or of which Kleinwort Hambros ought otherwise reasonably to be aware.
- 6.2 The Financial Intermediary agrees to co-operate with the FCA and with Kleinwort Hambros' 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 Kleinwort Hambros from executing transactions on behalf of Clients in which 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 Kleinwort Hambros' duty to the Clients. Kleinwort Hambros shall not be liable to account to the Financial Intermediary or any Clients for any profit or benefit made or derived therefrom.
- 7.2 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 Kleinwort Hambros on behalf of Clients. 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 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 Kleinwort Hambros in all 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 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.

## SECTION A TERMS OF BUSINESS

- 8.5 The Financial Intermediary represents, warrants and undertakes to Kleinwort Hambros that:
- (a) none of the Financial Intermediary, its subsidiaries, its parent company, any other subsidiary undertakings of such parent company and any other member of the Financial Intermediary's group (the **Financial Intermediary's Group**) or, to the knowledge of the Financial Intermediary, any of its respective directors, officers, employees or Associated Persons, is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of any applicable law, rule, regulation and other legally binding measure relating to the prevention of bribery, corruption or similar or related activities in any country, including the Bribery Act 2010 of the United Kingdom (**Anti-Bribery Laws**), to which the Financial Intermediary, any other member of the Financial Intermediary's Group or any of its respective directors, officers, agents, employees or Associated Persons are subject and, without limitation, they have not (directly or indirectly) (i) offered, paid, promised to pay or authorised the payment of any money or other Advantage that could constitute a bribe, (ii) solicited, accepted or received any money or other Advantage that could constitute a bribe or (iii) given, promised to give or authorised the giving of anything of value to any Public Official in contravention of the applicable Anti-Bribery Laws;
- "Associated Persons"** means in relation to an organisation, a person (including an employee, agent or subsidiary) who performs or has performed services (including within the meaning of section 8 of the Bribery Act 2010 and Part 3, section 44(4) of the Criminal Finances Act 2017 regarding the corporate offences of failure to prevent facilitation of tax evasion (as amended or superseded from time to time)) for that organisation or on its behalf and in respect of whose actions or inactions the organisation may be liable under Anti-Bribery Laws and the Criminal Finances Act 2017, including, as appropriate, contractors, sub-contractors, intermediaries, joint ventures and consortium partners.
- "Advantage"** includes, but is not limited to money, loan, fee, stock, contractual right or interest, real estate, personal property, or other interests arising from business relationships, gifts, meals, entertainment, contributions or donations, travel and travel related expenses, below-market discounts, refunds, rebates, preferential treatment in the provision of, or preferential access to business opportunities or offers of employment, goods or services that do not have a commercially reasonable justification, or other improper inducements.
- "Public International Organisation"** means an organisation whose members are any of the following:
- (1) countries or territories;
  - (2) governments of countries or territories;
  - (3) other public international organisations;
  - (4) a mixture of any of the above.
- "Public Official"** means an individual who:
- (1) holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a country or territory within or outside the United Kingdom (or any subdivision of such a country or territory);
  - (2) exercises a public function:
    - (i) for or on behalf of a country or territory within or outside the United Kingdom (or any subdivision of such country or territory), or
    - (ii) for any public agency or public enterprise of that country or territory (or subdivision), or
  - (3) is an official or agent of a Public International Organisation.
- (b) the Financial Intermediary, and each member of the Financial Intermediary's Group, has conducted its business in compliance with applicable Anti-Bribery Laws and has instituted and maintained policies, procedures and systems designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such Anti-Bribery Laws, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls;
- (c) no investigation, proceedings or claim has been initiated against, and no sanctions have been imposed on or applied to, the Financial Intermediary or any other member of the Financial Intermediary's Group or, to the knowledge of the Financial Intermediary, any of their respective directors, officers, employees or Associated Persons, by any governmental, administrative, judicial or regulatory body, authority or organisation in relation to any applicable Anti-Bribery Laws;
- (d) the Financial Intermediary operates in accordance with applicable laws in connection with the US Foreign Account Tax Compliance Act (**FATCA**), is entitled to receive all payments from Kleinwort Hambros free from any deduction or withholding required by FATCA from any such payment, and undertakes to provide Kleinwort Hambros with any information or forms in connection with its FATCA status;
- (e) neither the Financial Intermediary, nor its Associated Persons, has been convicted of, nor entered into a settlement with an enforcement agency for an offence involving the facilitation of tax evasion, and is also not listed by any government agency or regulator as debarred;
- (f) the Financial Intermediary will comply with the provisions set forth in Part 3 of the Criminal Finances Act 2017 on the corporate offence of failure to prevent facilitation of tax evasion and has the appropriate procedures in place to ensure that any subcontractor or other entity or individual who might be regarded as an Associated Person of the Financial Intermediary will not engage in the facilitation of tax evasion;
- (g) the Financial Intermediary will maintain adequate controls and systems when promoting and/or providing any of the FI Services;
- (h) the Financial Intermediary will promptly notify Kleinwort Hambros if it becomes aware of a Client who is or becomes an individual who is entrusted with prominent public functions (a **Politically Exposed Person**); and
- (i) the Financial Intermediary will notify Kleinwort Hambros promptly if any of the above representations, warranties, undertaking or assertions materially change or cease to be true and correct.
- ### 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 antimoney 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, Kleinwort Hambros reserves the right to immediately terminate these Terms and the agreement between the Financial Intermediary and Kleinwort Hambros should the Financial Intermediary fail to comply with any request made by Kleinwort Hambros to enable Kleinwort Hambros to comply with any applicable antimoney laundering laws or regulations.
- ### 10 Representations, Warranties and Indemnities
- 10.1 The Financial Intermediary represents and warrants to 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 Kleinwort Hambros, that:
- (a) all relevant information provided to 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 Kleinwort Hambros which would be likely to affect Kleinwort Hambros' 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 Kleinwort Hambros to enter into these Terms 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 Kleinwort Hambros if it ceases to be established or have a place of business in the United Kingdom.

## SECTION A TERMS OF BUSINESS

- 10.3 In the absence of negligence, wilful default or fraud on the part of Kleinwort Hambros or its officers or employees, 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 Kleinwort Hambros of the Services. Without prejudice to the foregoing, under no circumstances shall 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 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 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 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 Kleinwort Hambros, solicit or endeavour to entice away any:
- (a) client of Kleinwort Hambros; and/or
  - (b) person who is employed by 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 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 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 Kleinwort Hambros. The Financial Intermediary undertakes to Kleinwort Hambros that it will upon written request by 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 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 these Terms 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 Kleinwort Hambros any documents or property belonging to 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 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 Kleinwort Hambros in accordance with Clause 2.5 above.
- 15 Data Protection**
- 15.1 The Financial Intermediary shall comply at all times with the Data Protection Legislation and will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Personal Data to Kleinwort Hambros for the duration and purposes of these Terms.
- 15.2 The Parties acknowledge that, with respect to Relevant Personal Data, the Financial Intermediary is Processing it on behalf of Kleinwort Hambros and it shall procure that each of its officers, employees, subcontractors and agents (the Financial Intermediary's Associates) involved in such Processing shall comply with the Data Protection Legislation.
- 15.3 Notwithstanding any other right or obligation arising under these Terms, the Financial Intermediary shall, in relation to Processing the Relevant Personal Data in connection with its obligations under these Terms:
- 15.3.1 implement appropriate technical and organisational security measures to protect against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of, or access to, the Relevant Personal Data for which it is a Processor under these Terms;
  - 15.3.2 comply with the express written instructions or directions of Kleinwort Hambros given from time to time in connection with the Processing of the Relevant Personal Data, and the requirements of any Data Protection Legislation and promptly notify Kleinwort Hambros if it reasonably considers that any such instructions would be in breach of the Data Protection Legislation;

## SECTION A TERMS OF BUSINESS

- 15.3.3 keep up-to-date, complete and accurate records of its Processing activities in relation to the Relevant Personal Data, and disclose such records to Kleinwort Hambros, or, on Kleinwort Hambros' written instructions, any Data Protection Authority, promptly upon demand;
- 15.3.4 ensure such Relevant Personal Data shall be treated as confidential information for the purposes of these Terms;
- 15.3.5 ensure that only the Financial Intermediary's Associates who need to have access to the Relevant Personal Data are granted access to such data and only for the purposes of performance of these Terms and all of the Financial Intermediary's Associates are informed of the confidential nature of the Relevant Personal Data and comply with the obligations set out in this Clause 15;
- 15.3.6 not transfer the Relevant Personal Data which has been obtained by or made available to the Financial Intermediary to any other country without the prior written consent of Kleinwort Hambros, such consent may be subject to and given on such terms as Kleinwort Hambros may in its absolute discretion prescribe; and
- 15.3.7 obtain the prior written consent of Kleinwort Hambros before transferring the Relevant Personal Data to any sub-contractors in connection with its obligations under these Terms.
- 15.4 The Financial Intermediary will (and will ensure that each of the Financial Intermediary's Associates will) immediately notify Kleinwort Hambros if it (i) receives a request from an individual to exercise their rights, to access their Relevant Personal Data or to cease or not begin processing, or to rectify, block, erase or destroy the Relevant Personal Data; and cooperate with and assist Kleinwort Hambros in promptly investigating and dealing with such request in order to ensure compliance with the Data Protection Legislation, and (ii) becomes aware of a breach of this Clause 15.
- 15.5 The Financial Intermediary shall, in relation to the Processing of Relevant Personal Data in connection with its obligations under these Terms:
- 15.5.1 at Kleinwort Hambros' request, promptly provide Kleinwort Hambros with all reasonable assistance necessary to enable Kleinwort Hambros to: (i) notify relevant breaches of the GDPR to the relevant Data Protection Authorities and/or affected Data Subjects; (ii) conduct data protection impact assessments; and (iii) obtain any necessary authorisations from Data Protection Authorities;
- 15.5.2 at Kleinwort Hambros' request: (i) promptly provide Kleinwort Hambros with all information necessary to enable Kleinwort Hambros to demonstrate compliance with its obligations under the GDPR, to the extent that Kleinwort Hambros is able to provide such information; and (ii) allow for and contribute to audits, including inspections, conducted by Kleinwort Hambros or an auditor appointed by Kleinwort Hambros;
- 15.5.3 at Kleinwort Hambros' request, return or destroy the Relevant Personal Data following termination of these Terms, subject to the requirements of any Applicable Regulations; and
- 15.5.4 notify Kleinwort Hambros promptly, and in any event within 24 (twenty-four) hours, of: (i) becoming aware of any Personal Data Breach affecting the Relevant Personal Data; (ii) becoming aware of any material breach of this Clause 15; or (iii) receipt of any correspondence or communication from any Data Subject, Data Protection Authority or third party regarding the Processing of Relevant Personal Data.
- 15.6 The Financial Intermediary shall remain primarily liable and responsible for the acts and omissions of the Financial Intermediary's Associates. All breaches of this Clause 15 by the Financial Intermediary's Associates shall be deemed to be acts of the Financial Intermediary.
- 15.7 Kleinwort Hambros will process Relevant Personal Data and personal data relating to the Financial Intermediary in accordance with the Data Protection Legislation as a data controller. It may transfer it to other companies in the Societe Generale Group, third parties (such as service providers and agents) or to parties situated in countries outside of the EEA. Any transfers outside of the EEA may be made by Kleinwort Hambros under EU commission approved model clauses or other available exemptions under the Data Protection Legislation.
- 15.8 Kleinwort Hambros may process personal data relating to the Financial Intermediary for the following purposes: to comply with the terms of these Terms, to provide its services to the Clients, to monitor and analyse the conduct of relationships, to carry out statistical and other analysis, to fulfil foreign and domestic legal, regulatory and compliance requirements to verify the identity of the Financial Intermediary and its clients, to monitor and record calls and electronic communications with Kleinwort Hambros for quality, training, investigation and fraud prevention purposes, to comply with applicable law and/or any voluntary code or industry best practice, to comply with the request or requirement of any regulatory body, taxation authority or court in any relevant jurisdiction, to carry out the detection, prevention, investigation and prosecution of any fraud, tax evasion, money laundering, bribery, corruption, terrorist financing and other crime or malpractice, and use in connection with any legal proceedings or regulatory action (including prospective legal proceedings/regulatory action).
- 15.9 The following definitions shall apply in this Clause 15:
- "Data Protection Authority"** means a Supervisory Authority, as that term is defined in the GDPR.
- "Data Protection Legislation"** means the Data Protection Act 2018, the GDPR and any legislative instrument, law or regulation that may supersede or amend either of them.
- "Data Subject"** has the meaning given to it in the GDPR.
- "GDPR"** means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.
- "Personal Data"** has the meaning given to it in the GDPR.
- "Personal Data Breach"** has the meaning given to it in the GDPR.
- "Processing"** has the meaning given to it in the GDPR.
- "Processor"** has the meaning given to it in the GDPR.
- "Relevant Personal Data"** means Personal Data of the Financial Intermediary's clients that is provided to Kleinwort Hambros pursuant to Clauses 2, 5 and 6 of these Terms.
- 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 these Terms, 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.

## SECTION A TERMS OF BUSINESS

### 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 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 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 Kleinwort Hambros.

### 19 Notice

- 19.1 Any notice given pursuant to these Terms shall be deemed served if delivered by either: hand, registered post or email:
- (a) in the case of Kleinwort Hambros, at or to:
- SG Kleinwort Hambros Bank Limited  
One Bank Street, Canary Wharf  
London E14 4SG
- For the attention of the FIM Desk
- Email: fim.lon@kleinworthambros.com  
with a copy to legal.sghambros@kleinworthambros.com
- (b) in the case of the Financial Intermediary, at or to the registered office address or, if different, the business address or the email address shown in Section B of the Application Form.
- 19.2 Any notice under these Terms shall be in writing and shall be served at the address of the Party on which it is to be served or any substituted address which has been notified to the other Party. Any such notice sent by registered post shall be deemed served 48 hours after dispatch, if within the UK, or 7 (seven) days after dispatch if outside the UK. Any notice sent by email shall be deemed received at the time of dispatch if sent to the correct email address and no notice of delivery failure is received.
- 19.3 Notices given in legal proceedings, arbitration or other dispute resolution proceedings pursuant to these Terms cannot be served by email.

### 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 Anti-Bribery and Sanctions Commitments

- 23.1 The Financial Intermediary acknowledges that Kleinwort Hambros has a zero tolerance of bribery and corruption.
- 23.2 When promoting and/or providing any services under these Terms in

relation to the Services (the **FI Services**), the Financial Intermediary will and will require that all its directors, officers, employees and Associated Persons involved in delivering the FI Services comply with all applicable Anti-Bribery Laws.

- 23.3 The Financial Intermediary covenants throughout the duration of these Terms to use all reasonable endeavours to procure that none of its directors, officers, employees or Associated Persons involved in delivering the FI Services will engage in any activity, practice or conduct or take any action, directly or indirectly, which would constitute an offence under any applicable Anti-Bribery Laws.
- 23.4 In connection with the FI Services, the Financial Intermediary will maintain throughout the duration of these Terms adequate procedures relative to the size and the nature of its business activities, being procedures which are reasonably designed to identify and prevent bribery when acting on behalf of Kleinwort Hambros or providing the FI Services under these Terms.
- 23.5 The Financial Intermediary will, as soon as the Financial Intermediary is made aware, promptly report to Kleinwort Hambros:
- 23.5.1 any request or demand for a bribe, kickback, facilitation payment or any other undue financial or other Advantage of any kind received by the Financial Intermediary or any of its Associated Persons in connection with the FI Services;
- 23.5.2 any allegations or proceedings or investigation against the Financial Intermediary or its Associated Persons in connection with bribery or corruption; or
- 23.5.3 if a Public Official becomes an employee, consultant, agent or associate of it or any member of the Financial Intermediary's Group or any of its Associated Persons.
- 23.6 In order that Kleinwort Hambros may ensure its own compliance with the applicable Anti-Bribery Laws, the Financial Intermediary agrees, on reasonable notice, to summarise and evidence any anti-bribery and corruption-related controls it has put in place and, where necessary, to make any recommendations for improvement that may be found to be necessary. Such inspection is to be carried out as expeditiously as possible and with as minimum a disruption to the business of the Financial Intermediary as possible.
- 23.7 The Financial Intermediary represents and warrants to Kleinwort Hambros:
- 23.7.1 that the following are not, directly or indirectly, subject to Sanctions:
- 23.7.1.1 the Financial Intermediary;
- 23.7.1.2 if the Financial Intermediary is acting as agent (other than for the Clients), the principal;
- 23.7.1.3 if the Financial Intermediary is acting through its duly appointed legal representative, that representative; and
- 23.7.1.4 any country or jurisdiction in which the Financial Intermediary, branch or joint venture of the Financial Intermediary and (if relevant) the principal or legal representative of the Financial Intermediary is resident, incorporated, organised or registered or in which it operates;
- 23.7.2 that neither the Financial Intermediary nor (if relevant) the principal or legal representative of the Financial Intermediary, nor any subsidiary, branch or joint venture of any of the foregoing, is involved in any transaction, investment, business activity or other matter which directly or indirectly involves or benefits any country or jurisdiction, or any person or entity, that is subject to Sanctions; and
- 23.7.3 that if the Financial Intermediary is acting as agent (other than for the Clients), the Financial Intermediary will inform the principal of the provisions of this Clause 23.7.
- 23.8 The Financial Intermediary (or, where applicable, its duly appointed legal representative) must inform Kleinwort Hambros immediately if any of the above representations and warranties cease to be true at any time while these Terms are in force.
- 23.9 In the event that the above representations and warranties cease to be true at any time while these Terms are in force, Kleinwort Hambros shall be entitled at its absolute discretion and immediately to:

## SECTION A TERMS OF BUSINESS

---

- 23.9.1 cease carrying out or suspend its obligations under these Terms; and/or
- 23.9.2 terminate these Terms; and the terms of Clause 13.3 shall apply.
- 23.10 For the purposes of Clauses 23.7 to 23.9, "Sanctions" mean economic or financial sanctions enacted, administered or enforced by the United Nations, the United States of America, the European Union (or any of its present or future Member States) or the United Kingdom, Jersey, Guernsey or Gibraltar.

### 24 Corporate Social Responsibility, Sustainable Development and Anti-Slavery Matters

- 24.1 The Societe Generale Group has implemented measures to detect risks and prevent serious violations with respect to human rights and fundamental freedoms, and the health and safety of persons and the environment, which result from its own and its contractors' and suppliers' activities. Within this context, the Financial Intermediary undertakes to comply with the obligations set out in this Clause 24.
- 24.2 Kleinwort Hambros reserves the right to verify compliance with these obligations by the Financial Intermediary, in accordance with its audit rights as set out in these Terms.
- 24.3 The Financial Intermediary represents and undertakes that:
- 24.3.1 it has read and familiarised itself with the Code;
- 24.3.2 it has implemented rules that are at least equivalent to those laid out in the Code; and
- 24.3.3 it shall ensure that the Financial Intermediary's Personnel shall not contravene the Code while these Terms are in force.
- 24.4 To meet its legal and statutory obligations and in line with the Code, Kleinwort Hambros wishes to extend to its suppliers associated implementation measures. All the commitments made by Kleinwort Hambros and the expectations of Kleinwort Hambros as regards its suppliers relating to compliance with these rules as regards human rights, working conditions, the environment and the fight against corruption are detailed in the Charter. The signing of these Terms by the Financial Intermediary confirms its compliance with terms at least equivalent to those of the Charter.
- 24.5 The Financial Intermediary represents and warrants that neither it nor any of the Financial Intermediary's Personnel:
- 24.5.1 has been convicted of any offence involving slavery and human trafficking; and
- 24.5.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.
- 24.6 The Financial Intermediary shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 24.7 In performing its obligations under these Terms, the Financial Intermediary shall and shall ensure that each of its subcontractors shall comply with the Modern Slavery Act 2015.
- 24.8 For the purpose of these Terms, the following words and expressions shall have the following meanings:
- "Charter"** means Societe Generale's Sustainable Sourcing charter, which is available on its website <https://www.societegenerale.com>.
- "Code"** means the Code of Conduct of Societe Generale, which is available on its website <https://www.societegenerale.com>.
- "Financial Intermediary's Personnel"** means the persons employed or engaged by the Financial Intermediary (including subcontractors and employees) from time to time in the provision of the FI Services.

### 25 Electronic Signatures

These Terms may be executed by electronic signature. Such electronic signatures are intended to authenticate these Terms and shall be considered as an original signature for all purposes and shall further

have the same force and effect as an original signature. Without limitation, "electronic signatures" shall include electronically scanned and transmitted versions of an original signature.

### 26 Governing Law

- 26.1 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 and Wales.
- 26.2 The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference which may arise out of or in connection with these Terms.

### Regulatory information

SG Kleinwort Hambros Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The company is incorporated in England and Wales under number 964058 with registered office at One Bank Street, Canary Wharf, London E14 4SG.

## 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)	
Main contact person	
Registered office address	
	Postcode
Country	
Business address (if different from above)	
	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 <input type="checkbox"/> No <input type="checkbox"/>
Name of regulatory body (e.g. the Financial Conduct Authority)	
Name of contact within Kleinwort Hambros	

# SECTION B APPLICATION FORM

## 2. Privacy, confidentiality, data protection and marketing

Kleinwort Hambros is a data controller in respect of the Financial Intermediary’s personal data. The collection of information (including personal data) in this document is necessary to enable Kleinwort Hambros to manage its relationship with the Financial Intermediary, to comply with its legal obligations and to pursue its legitimate interests. Further information on how Kleinwort Hambros gathers, stores and processes the Financial Intermediary’s personal data and on the Financial Intermediary’s rights in respect of such personal data can be found in Kleinwort Hambros’ ‘Privacy Notice – Third Parties’ (**Privacy Notice**) which is available on its website at: [www.kleinworthambros.com/en/important-information](http://www.kleinworthambros.com/en/important-information).

It is important that the Financial Intermediary read and understand the Privacy Notice which explains how Kleinwort Hambros will deal with the Financial Intermediary’s information (including confidential information and personal data).

Occasionally Kleinwort Hambros may analyse and use the information it holds about the Financial Intermediary to send the Financial Intermediary market updates and insights, information on products and services, surveys and invitations to events which it believes may be of interest to the Financial Intermediary.

**If the Financial Intermediary wishes to receive such information by email, please tick the relevant box(es) below:**

- General updates from Kleinwort Hambros
- Market updates and expert insights
- Information on products and services
- Events
- Satisfaction survey

# SECTION B APPLICATION FORM

## 3. Acceptances

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

### Authorised Signatory

Signature

Name

Position

Date

DD / MM / YYYY

### Authorised Signatory (optional)

Signature

Name

Position

Date

DD / MM / YYYY

For and on behalf of SG Kleinwort Hambros Bank Limited

### Authorised Signatory 1

Signature

Name

Date

DD / MM / YYYY

### Authorised Signatory 2

Signature

Name

Date

DD / MM / YYYY

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

Head of B2B  
SG Kleinwort Hambros Bank Limited  
One Bank Street, Canary Wharf  
London E14 4SG

## APPENDIX 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 portfolio management services and custody services in accordance with this Application and the Bank's terms of business for banking and investment services (a copy of which has been provided to you) (the **Terms of Business**). Where the contents of this letter are inconsistent with the Terms of Business, this letter shall prevail.

Specific features of the arrangement are detailed below:

1. The Bank's responsibility is limited to discretionary portfolio management 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 or the selection of any investment strategy, pension or insurance product notwithstanding our role in managing the underlying investments of any such products or strategies). Further, the Bank is not responsible for ensuring that any such products or strategies remain suitable or appropriate to your personal circumstances in the future. The Bank will not provide a periodic assessment of the suitability of the services, products and strategies, either under Clause 7 of Part 3 of the Terms of Business or otherwise. Your Financial Intermediary is responsible for these matters.
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.

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.**

**Signatory 1**

**Signatory 2**

Signature

Signature

Name

Name

Date

DD / MM / YYYY

Date

DD / MM / YYYY



**SG Kleinwort Hambros Bank Limited**

One Bank Street, Canary Wharf  
London E14 4SG  
T +44 20 7597 3000  
F +44 20 7597 3456  
[www.kleinworthambros.com](http://www.kleinworthambros.com)



**SOCIETE GENERALE GROUP**