

Kleinwort Hambros

Trust and Fiduciary Services – Terms and Conditions

Contents

1. Definitions and Interpretation	p1
2. Provision of Services and General Authority	p2
3. Tax and Other Professional Services	p2
4. Remuneration and Expenses	p3
5. Client's Obligations and Undertakings	p3
6. Sanctions	p4
7. Instructions	p4
8. Conflicts of Interest	p5
9. Confidentiality	p5
10. Data Protection	p6
11. Intellectual Property	p6
12. Safe Custody and Document Retention	p6
13. Client and Managed Entity Money	p6
14. Delegation	p7
15. Liability of Service Provider	p7
16. Identity Information and Verification	p7
17. Termination of Services	p7
18. Assignment	p8
19. Severability	p8
20. Notices	p8
21. Changes to these Terms and Conditions	p8
22. Governing Law	p9
23. Complaints	p9

General Terms

Introduction – Important

These Terms and Conditions are legally binding, so should be read carefully.

These Terms and Conditions (as amended from time to time) set out the agreement between (1) each Client and (2) the Service Provider. Any such agreement will continue in effect until terminated under Clause 17 (Termination of Services).

These Terms and Conditions replace any earlier terms and conditions which may have been in place between each Client, the Managed Entity and the Service Provider in respect of the Services. They shall apply, whether or not there shall be in existence any written or other express acceptance, to all Services provided by the Service Provider in respect of any Managed Entity.

Clients and Managed Entities for whom the Services are being or have been provided shall be deemed to have accepted these Terms and Conditions from and with effect from the date specified in any notice to them. New Clients and Managed Entities shall be deemed to have accepted these Terms and Conditions from and with effect from the date of signing the Engagement Document or the date of acceptance of any of the Services, whichever is the earlier.

SG Kleinwort Hambros Trust Company (CI) Limited is a company registered in Jersey with registered number 4345 and the company's registered office is at PO Box 197, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8RT. SG Kleinwort Hambros Trust Company (CI) Limited and certain of its subsidiaries are regulated by the Jersey Financial Services Commission ('JFSC') in the conduct of trust company business and fund services business. It also has an address in Guernsey at PO Box 86, Hambro House, St Julian's Avenue, St Peter Port, Guernsey GY1 3ED and SG Kleinwort Hambros Trust Company (CI) Limited and certain of its subsidiaries are regulated by the Guernsey Financial Services Commission ('GFSC') in the conduct of fiduciary services business.

Kleinwort Benson International Trustees Limited is a company incorporated in New Brunswick, Canada on 20 May 1993. It has an address in Jersey at PO Box 197, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8RT, and an address in Guernsey at PO Box 86, Hambro House, St Julian's Avenue, St Peter Port, Guernsey GY1 3ED. Kleinwort Benson International Trustees Limited is regulated by the JFSC in Jersey in the conduct of its trust company business and by the GFSC in Guernsey in the conduct of its fiduciary business.

Full details of relevant regulatory permissions can be found on the respective websites of the JFSC and GFSC.

1 Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and phrases shall, save where the context requires otherwise, have the following meanings:

Applicable Law means, in relation to each company in the Societe Generale Group and any Managed Entity, all or any applicable laws, rules, regulations and codes of practice published by government authorities and the Regulatory Authority and rules, regulations and codes of practice of any relevant exchange, market, clearing house or settlement system in any applicable jurisdiction;

Appointee means all persons provided by the Service Provider to act as a director or other officer, secretary, trustee, manager, protector, enforcer, personal representative, nominee, partner, manager, council member, qualified member, guardian, registered agent, signatory or shareholder of any Managed Entity;

Client means any person or persons instructing the Service Provider or for whom Services are or are to be provided and includes the beneficial owners, officers and employees of any such person and, where relevant, any instigator, controller, beneficial owner or settlor of a Managed Entity. In the case of more than one person "Client" shall mean such persons jointly and severally and shall include the survivor or survivors of them and,

in the case of individuals, shall include the heirs, personal representatives and assigns of each of them and, in the case of a company or other body corporate, shall include its successors and assigns;

Employees means the employees, directors, officers and consultants (as appropriate) of the Service Provider and (where the context admits) members of the Societe Generale Group;

Engagement Document means any client questionnaire, letter (with enclosures), appointment document or agreement, which sets out the scope of the Services and any additional terms of the contract between the Service Provider and the Managed Entity and/or the Client and shall include, where applicable, the Scale of Fees leaflet sent or supplied to the Managed Entity or the Client;

Information Obligations means any information exchange, reporting, disclosure obligations, arrangements, agreements and/or any withholding or payment obligations in force and applicable to the Service Provider, any member of the Societe Generale Group, the Client, a Managed Entity or any beneficiary or potential beneficiary of a Managed Entity including but not limited to any obligations under:

- (a) the Organisation for Economic Co-operation and Development's Common Reporting Standard for the automatic exchange of information and/or any equivalent reporting requirements imposed by law and duly recognised, accepted and enacted in Jersey or Guernsey;
 - (b) any intergovernmental agreements relating to international tax compliance whether under The Foreign Account Tax Compliance Act ("FATCA") of the United States of America and/or any equivalent reporting requirements imposed by law and duly recognised, accepted and enacted in Jersey or Guernsey;
 - (c) any judgment or order of a court of competent jurisdiction; or
- otherwise as may be required to satisfy any legal or regulatory obligation;

Kleinwort Hambros Trust Group means SG Kleinwort Hambros Trust Company (CI) Limited (a company registered in Jersey with registered number 4345) together with its subsidiaries, branches and affiliates and their respective successors in title which are involved in the provision of the Services;

Managed Entity means any company, foundation, partnership, estate, trust, association (whether incorporated or unincorporated) or other person or entity in respect of which Services are provided;

Personal Data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Privacy Notice means the notice setting out how the Service Provider processes Personal Data and the Client's rights in respect of such processing;

Regulatory Authority means any relevant government entity or other authority in any jurisdiction (or which may have authority across numerous jurisdictions) which is responsible for authorising, supervising or otherwise regulating any part of the Societe Generale Group or any Managed Entity;

Sanctions means economic or financial sanctions enacted, administered or enforced by the United Nations, the United States of America, or the European Union (or any of its present or future Member States);

Scale of Fees leaflet means the Service Provider's latest Scale of Fees leaflet or fee charging schedule (as applicable) as amended or updated from time to time detailing its fees, commissions and charges applicable to the Services provided under these Terms and Conditions;

Service Provider means SG Kleinwort Hambros Trust Company (C) Limited and any member or members of the Kleinwort Hambros Trust Group that provides the Services to the Client;

Services means the services to be provided by, or on behalf of, the Service Provider as specified in the Engagement Document and any other services carried out or performed for or on behalf of, or in connection with (whether before or after its establishment) the management and/or administration of any Managed Entity by the Service Provider, by any Appointee or any Employee;

Societe Generale Group means Societe Generale SA and each direct or indirect subsidiary of that company;

Terms and Conditions means these terms and conditions as amended from time to time; and

Website means www.kleinworthambros.com

- 1.2 In these Terms and Conditions unless the context otherwise requires, words importing the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case.
- 1.3 References to **Clauses** herein are to Clauses of these Terms and Conditions.
- 1.4 Clause headings are inserted for convenience only and shall not affect the construction of these Terms and Conditions.
- 1.5 The words **include** or **including** are to be construed without limitation.
- 1.6 References to a person includes a reference to a corporation, body corporate, company, government, state, state agency, association, trust or partnership or other similar entity (whether or not the entity has separate legal personality); and to that person's legal personal representatives, permitted successors and permitted assignees.
- 1.7 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.8 Unless specified in any Engagement Document, these Terms and Conditions do not make either the Service Provider or the Client an, agent employee or personal representative of the other party, nor do they create a partnership or joint venture.

2 Provision of Services and General Authority

- 2.1 The Service Provider will provide, or arrange to provide, the Client with services relating to the establishment of a Managed Entity, and/or will provide, or arrange to provide, the Client and/or the Managed Entity with trust and company services as well as related services as may be agreed between the Managed Entity, the Client and the Service Provider from time to time. In the event of any inconsistency between these Terms and Conditions and an express term in any constitutional document of the Managed Entity and/or the Client (such as a trust deed), the latter shall take priority provided that the Service Provider is actually aware of the inconsistent term in the constitutional document. In the event of any conflict between the Terms and Conditions and any other written agreement (except any terms and conditions which these Terms and Conditions replace) between the Service Provider, the Managed Entity and/or the Client, the terms of such written agreement shall prevail.
- 2.2 The Services are subject to all Applicable Law in all relevant jurisdictions.
- 2.3 The Service Provider is authorised by the Client and/or the Managed Entity to do anything which is reasonably necessary to comply with any Applicable Law in the performance of the Services.

3 Tax and Other Professional Services

- 3.1 The Client represents and undertakes that it has taken at its own expense appropriate tax, legal, financial and accounting advice with regard to the establishment, operation and management

of the Managed Entity or the Client's interest in or relationship with the Managed Entity, including but not limited to the effect of the Information Obligations. Copies of such advice shall be promptly provided to the Service Provider. The Service Provider does not provide tax, legal or financial advice and the Client is responsible for determining that the scope of the Services to be provided is appropriate for the Managed Entity and the Client's needs. The Managed Entity and the Service Provider shall be entitled to rely on any such advice obtained by the Client and shall be under no obligation to obtain independent tax, legal, financial or accounting advice.

- 3.2 It remains the ongoing responsibility of the Managed Entity and the Client to obtain any specialist advice and to supply copies of such advice to the Service Provider. This extends to all transactions undertaken by the Service Provider in respect of the Managed Entity. None of the Service Provider, any member of the Kleinwort Hambros Trust Group, the Appointees or the Employees shall incur any liability in connection with any such specialist advice supplied to the Service Provider.
- 3.3 The Managed Entity and the Client shall ensure (or shall procure that):
 - 3.3.1 such documents and/or information relating to any person as may be required for the Service Provider to comply with the Information Obligations are provided promptly and accurately and are updated as appropriate;
 - 3.3.2 the specialist advice referred to in Clause 3.2 is updated and reviewed regularly and otherwise as required and that any material change in such advice is notified promptly and accurately to the Service Provider; and
 - 3.3.3 the Service Provider is notified promptly and accurately of any change in the circumstances of the Client or the Managed Entity which has or may have a material effect upon the tax status of the Client or of the Managed Entity.
- 3.4 The Service Provider shall not be under any obligation in any circumstances (unless otherwise agreed with the Managed Entity or the Client in writing) to notify the Managed Entity or the Client of any change (whether a change in law, policy, facts or otherwise) which may affect the tax or legal position of the Client or the Managed Entity or any advice or opinion provided by or on behalf of the Managed Entity or the Client to the Service Provider.
- 3.5 The Service Provider and the Societe Generale Group shall comply with the Information Obligations as it or they deem appropriate at their absolute discretion from time to time which may include:
 - 3.5.1 the disclosure of documents and/or information relating to any Client or Managed Entity;
 - 3.5.2 the withholding of any payments due to any Client or Managed Entity; and/or
 - 3.5.3 making payments to any duly authorised tax authority.
- 3.6 Neither the Service Provider nor any member of the Societe Generale Group shall be liable for any costs, claims, expenses or losses arising:
 - 3.6.1 from the compliance by the Service Provider with the Information Obligations, whether any such liability arises from the Service Provider complying with the Information Obligations or from any delay to the performance of the Services as a result of such obligations; or
 - 3.6.2 any failure by the Managed Entity or the Client to comply with any Information Obligations in any jurisdiction to which the Managed Entity or the Client may be subject from time to time.
- 3.7 For the avoidance of doubt, references in the following Clauses to tax advice do not include any accounting or tax reporting services that the Service Provider may have agreed to provide.
- 3.8 The Managed Entity and the Client's attention is expressly drawn to the following:

- 3.8.1 the provision of the Services may have tax consequences and it is important to bear in mind that neither the Service Provider nor any member of the Societe Generale Group provides tax or legal advice. In addition, materials and information provided by the Societe Generale Group are not intended to provide, and should not be relied on for, tax or legal advice;
- 3.8.2 it is the responsibility of the Managed Entity and the Client to:
- take appropriate tax and other advice to determine the reporting obligations to which the Managed Entity or Client is subject (including but not limited to the specialist advice referred to in Clause 3.2 above);
 - fulfil the Information Obligations of the Managed Entity and the Client in relation to any interests or assets held through any Managed Entity; and
 - provide any information which the Service Provider requires for the purposes of complying with the Information Obligations (including but not limited to such information relating to any Client's tax status);
- 3.8.3 by instructing the Service Provider to provide the Services, the Managed Entity and the Client undertake to comply with all tax laws and regulations of the jurisdictions to which the Client or the Managed Entity may be subject from time to time and to procure that any Managed Entity complies with all such tax laws and regulations; and
- 3.8.4 any failure on the part of the Managed Entity or the Client to comply with any Information Obligations which may be applicable could result in financial penalties or criminal proceedings, depending on the laws and regulations to which the Managed Entity or the Client may be subject.
- 3.9 The Managed Entity and the Client undertake to indemnify the Service Provider from and against any and all costs, claims, expenses or losses that it may suffer as a result of any failure by the Managed Entity or the Client to comply with the obligations set out in this Clause 3 or which may result from any failure to comply with any Information Obligations to which the Managed Entity or the Client may be subject or which may result from any enquiry into the tax affairs of the Client or of the Managed Entity. Further, unless expressly agreed by the Service Provider, the Client agrees that neither the Service Provider nor any member of the Societe Generale Group shall be required to participate in or be joined as a party to any litigation, disputes or otherwise as a result of any failure by the Managed Entity or the Client to comply with the obligations set out in this Clause 3 or with any Information Obligations applicable to the Managed Entity or the Client from time to time.
- 4 Remuneration and Expenses**
- 4.1 The Service Provider shall be entitled to remuneration (including, for the avoidance of doubt, any expenses the Service Provider incurs in delegating any specific duties in accordance with Clause 14.1 below) for the provision of the Services in accordance with the Engagement Document and Clause 17 (Termination of Services) below, provided always that, should there be no fees included in such Engagement Document or should no such Engagement Document have been provided, such remuneration shall be in accordance with any trust deed or, if permitted, the Scale of Fees leaflet.
- 4.2 The Service Provider may deduct any unpaid sum payable to it in connection with the Services from the assets of the Managed Entity without the consent of or giving notice to the Client. The Service Provider shall have discretion to allocate such unpaid sum as between income and capital, or as between different interests in income and capital or as between different parts of a Managed Entity or different interests within the Managed Entity. Fees remaining unpaid 30 days after the due date may attract interest on any outstanding balance at the Bank of England's base rate plus 3% or (to the extent different) as specified in the Scale of Fees.
- 4.3 The Service Provider shall be entitled to review and increase its fees annually:
- 4.3.1 by the rate of the Jersey Retail Price Index or Guernsey Retail Price Index for the twelve-month period immediately preceding such review; or
- 4.3.2 in line with the published rates detailed in its Scale of Fees leaflet (where applicable); or
- 4.3.3 by such amount as may be agreed in the Engagement Document or otherwise in writing by the Service Provider and the Managed Entity or the Client;
- provided that in respect of Clauses 4.3.1 and 4.3.2, the Service Provider shall notify the Managed Entity or the Client in writing of such fee increase at least one month before the increase takes effect.
- 5 Client's Obligations and Undertakings**
- 5.1 The Client hereby guarantees the payment of all sums payable by the Managed Entity to the Service Provider whether under the Engagement Document, these Terms and Conditions or otherwise. The Client agrees that the Service Provider may claim under this guarantee without first seeking recourse against the Managed Entity or any other person or seeking to share its liability with any other party and the Client hereby expressly waives its customary law rights under the *droit de discussion* and *droit de division*.
- 5.2 The Client shall ensure that the Managed Entity is kept in funds sufficient to allow it to meet in full all fees, remuneration, disbursements and expenses payable by the Managed Entity to the Service Provider and for the Managed Entity to otherwise meet its liabilities as and when they become due.
- 5.3 Where the Client is more than one person:
- 5.3.1 each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
- 5.3.2 all obligations of the Client in connection with the Services shall be joint and several.
- 5.4 The Client hereby undertakes that:
- 5.4.1 all assets which are or will be introduced to the Managed Entity have been lawfully introduced and are not derived from or otherwise connected with any illegal activity;
- 5.4.2 the Managed Entity will not be engaged or involved directly or indirectly with any unlawful activity or used for any unlawful purposes;
- 5.4.3 the Managed Entity will not undertake any activities which will require a licence, consent or approval in any jurisdiction without first obtaining such licence, consent or approval or which will breach any conditions contained in any such licence, consent or approval;
- 5.4.4 the Client shall procure that the Managed Entity complies with all Applicable Law in all relevant jurisdictions;
- 5.4.5 the Client shall provide, and procure that the Managed Entity shall provide such information and documents as the Service Provider may, in its discretion, require in order to comply with all Applicable Law and regulations (including 'know your customer' requirements) and to provide the Services and shall warrant the accuracy and completeness of such information and documents;
- 5.4.6 immediately upon becoming aware thereof, the Managed Entity or the Client shall notify the Service Provider of:
- any event which could be reasonably foreseen to have a material effect on the Managed Entity, its assets or activities (including, without limitation, any act evidencing the insolvency of the Managed Entity or the Client or commencing its liquidation, winding up or dissolution) or upon the Service Provider's willingness to continue to provide the Services;
 - any actual or threatened proceedings or investigation of any kind in any jurisdiction which involve the Client or the Managed Entity

and any progress thereof, and it shall promptly provide such information as the Service Provider may, in its discretion, require in respect thereof;

- 5.4.7 where the Services include the provision of Appointees, the Managed Entity and the Client shall not, without the prior consent of the Service Provider, take any action, enter into any agreement or contract, give any undertaking, make any representation or otherwise incur any liability on behalf of the Managed Entity;
- 5.4.8 the Client shall notify the Service Provider in writing before alienating, assigning, selling, pledging or otherwise disposing of or encumbering any part of the Client's interest in the Managed Entity; and
- 5.4.9 the Managed Entity and the Client shall not (without the Service Provider's written consent) use the logo, name, address, email, website address, telephone telex/facsimile numbers of any member of the Societe Generale Group or allow the same to appear on any notepaper or documentation belonging to or connected with the Managed Entity or in any advertising material.
- 5.5 The Service Provider is committed to guard against all forms of bribery and corruption. This includes compliance with local and international corruption and anti-bribery laws. The Service Provider expects transparency and integrity in all of its business dealings. The Client, and where required the Managed Entity itself, are responsible for ensuring that the Client and the Managed Entity act in accordance with local and international corruption and anti-bribery laws at all times. For so long as the Services are being provided, the Client shall not and will not, and shall procure that the Managed Entity shall not and will not, engage in any activity, practice or conduct which could create any improper business advantage or even the appearance of questionable business conduct. Where the Managed Entity or the Client is a corporate entity, the Service Provider expects that corporate entity to have in place and maintain (throughout the period during which the Services are provided) appropriate policies and procedures, including, but not limited to, adequate procedures under the UK Bribery Act 2010 (which can be enforced where applicable). The Managed Entity and the Client shall notify the Service Provider promptly in the event that they become aware that the Managed Entity or the Client (or any person engaged by the Managed Entity or the Client), is investigated, prosecuted, charged or convicted of any offence under local or international corruption and anti-bribery laws.

6 Sanctions

6.1 The Client represents and warrants to the Service Provider:

- (a) that the following are not subject to Sanctions:
- (i) the Client;
 - (ii) the Managed Entity;
 - (iii) the Client's country or jurisdiction of residence (if the Client is an individual);
 - (iv) to the extent relevant, any individual or company or other legal entity which (whether directly or indirectly) owns or controls the Client and/or the Managed Entity ("Owner/Controller");
 - (v) to the extent that the Client and/or the Managed Entity is acting as agent, the principal;
 - (vi) to the extent relevant, the principal's country or jurisdiction of residence (if an individual);
 - (vii) to the extent relevant, the Owner/Controller of the principal; and
 - (viii) to the extent relevant, any country or jurisdiction in which the Client and/or the Managed Entity and/or the principal is incorporated, organised or registered;
- (b) that the Client will not and will not cause others to introduce to the Service Provider or the Managed Entity any assets which are derived from a country or jurisdiction that is subject to Sanctions,

which result from activities under Sanctions or which are linked (whether directly or indirectly) to an individual, company or other legal entity that is subject to Sanctions; and

- (c) that the Managed Entity and, to the extent that is a company or other legal entity, the Client, will inform the Owner/Controller of the provisions of this Clause 6.
- 6.2 The Client or the Managed Entity must inform the Service Provider immediately if any of the above representations and warranties cease to be true at any time during the provision of the Services.
- 6.3 In the event that the Client or the Managed Entity or, to the extent relevant, the principal or Owner/Controller, becomes(s) subject to Sanctions, engages in activities under Sanctions or engages with an individual, company or other legal entity that is subject to Sanctions, the Service Provider will be entitled at its absolute discretion and immediately to:
- (a) cease carrying out or suspend the provision of the Services to the Client and the Managed Entity; and/or
 - (b) terminate the provision of any and/or all of the Services to the Client and the Managed Entity.

7 Instructions

- 7.1 The Client acknowledges that any directors, trustees or other office holders provided by the Service Provider will exercise independent discretion on any relevant matter in accordance with Applicable Law, regulations and the constitutional documents of the Managed Entity.
- 7.2 Subject to Clause 7.1, the Service Provider undertakes to use reasonable endeavours to deal with and act upon instructions (in accordance with Clause 7.3) in a reasonably timely manner provided that the Service Provider may, in its sole and absolute discretion and without giving any reason or being liable for any loss occasioned thereby, refuse to comply with any instructions which in the opinion of the Service Provider:
- 7.2.1 would result in the Service Provider contravening Applicable Law or be inconsistent with any fiduciary duty owed by the Service Provider, Managed Entity or the Appointees; or
 - 7.2.2 could result in damage to the reputation of any member of the Societe Generale Group.
- 7.3 Subject to Clauses 7.1 and 7.2, the Service Provider may act upon instructions (whether by letter, fax, email, telephone or otherwise) given by any person that it reasonably believes to be authorised to give such instructions on behalf of the Managed Entity or the Client. The Service Provider is not obliged to verify the identity of any person purporting to be so authorised.
- 7.4 Where the Service Provider does not believe that the person giving instructions is duly authorised or where the Service Provider is given instructions that it believes are unclear or contradictory, it may refuse to act upon such instructions until it receives evidence to its satisfaction as to the instructions or the person giving instructions and none of the Service Provider, any other member of the Kleinwort Hambros Trust Group, the Appointees or the Employees shall incur any liability for such refusal to act.
- 7.5 None of the Service Provider, any member of the Kleinwort Hambros Trust Group, the Appointees or the Employees shall incur any liability:
- 7.5.1 for its failure to comply with any instructions which are not in writing or which are incomplete, ambiguous or contain errors; or
 - 7.5.2 for the non-receipt of any instruction, written or otherwise; or
 - 7.5.3 for the lack of authority of any person purportedly giving instructions on behalf of the Managed Entity or the Client; or
 - 7.5.4 for the use of post, fax, email or telephone as a means of communication; or
 - 7.5.5 for its failure to comply with any instructions pursuant to Clause 7.2.

- 7.6 In consideration of the Service Provider agreeing to accept instructions pursuant to Clause 7.3, the Managed Entity and the Client undertake and agree to indemnify the Service Provider from and against all actions, proceedings, costs, claims, demands, expenses or losses that it may suffer or sustain as a result of receiving/sending communications by letter, fax, email, telephone or otherwise or as a result of such a person not being authorised by the Managed Entity or the Client as appropriate.
- 7.7 To ensure that the Service Provider is able to carry out either the Managed Entity or the Client's instructions accurately, to help the Service Provider to improve its service and in the interests of security, the Service Provider may monitor and/or record the Client's telephone calls with the Service Provider and the Managed Entity and the Client consent to such monitoring and/or recording. The Service Provider's recordings shall be and remain the Service Provider's sole property and the Service Provider shall have the authority to deliver copies or transcripts of such recordings to any court, tribunal, arbitrator or regulatory authority of competent jurisdiction as it sees fit.
- 8 Conflicts of Interest**
- 8.1 If the Service Provider or any Appointee, Employee or member of the Societe Generale Group becomes aware or is notified of a material conflict of interest, the Managed Entity or the Client (as the case may be) shall be notified and the Service Provider will ensure that adequate procedures will be put in place to avoid any conflict of interest or, where they do arise, address them by disclosure, internal rules of confidentiality, declining to act or otherwise as appropriate.
- 8.2 The Service Provider, any Appointee, Employee or member of the Societe Generale Group (or any of its agents or delegates) shall be entitled to retain, subject to disclosure to the Managed Entity and the Client, any benefit, whether direct or indirect and including (but not limited to) any fees, brokerages or commissions, obtained:
- 8.2.1 on any purchase, retention or sale of investments or insurance policies by the Managed Entity; or
- 8.2.2 by reason of the Service Provider, any member of the Societe Generale Group, the Appointees or the Employees acting in any capacity for or in connection with any company, partnership, investment fund, scheme or other entity the shares, interests, notes or units of which are comprised in the assets of a Managed Entity; or
- 8.2.3 under any banking, investment advisory or other arrangement entered into on behalf of the Managed Entity; or
- 8.2.4 in respect of the provision of any other services to or in connection with the Managed Entity.
- 8.3 Unless otherwise agreed with the Client in writing, no Appointee, Employee or member of the Societe Generale Group (or any of its agents or delegates), is precluded from acting in any transaction or for any other person, client, company, firm or other entity with which the Managed Entity or the Client is associated or has any dealings.
- 8.4 The Client recognises that the Service Provider may be required to open bank and investment accounts in the course of providing the Services. Unless notified to the Service Provider in writing, the Managed Entity and the Client recognise the potential conflicts of interest arising from the opening of such bank and investment accounts with any member of the Societe Generale Group, without the need for further notification of such potential conflict of interest on the opening of such accounts.
- 9 Confidentiality**
- 9.1 The Service Provider will treat, subject to the disclosures permitted in this Clause, all information held about the Client, the Services, any Managed Entity and/or assets held in relation to the Services as private and confidential, even when Services cease to be provided to the Client or the Managed Entity.
- 9.2 The Client and the Managed Entity agree that the Service Provider and any person to whom disclosure has been made (including other companies in the Societe Generale Group and third parties)
- may disclose the Client's and the Managed Entity's confidential information:
- 9.2.1 to any other companies which are at the time of disclosure in the Societe Generale Group;
- 9.2.2 to third parties who provide services to the Service Provider or to other companies in the Societe Generale Group or that act as the Service Provider's (or such companies') agents (or prospective third-party service providers or prospective agents). Such service providers and/or agents may also disclose such information to their service providers or agents;
- 9.2.3 to third parties in connection with a reorganisation (including investment), amalgamation, merger or transfer or sale of all or part of the Service Provider's business, including to any insurers and professional advisers, and any third parties to whom the Service Provider assigns, transfers or charges its interest in any service provided to the Client or the Managed Entity;
- 9.2.4 to any court, tribunal, mediator or arbitrator or any Regulatory Authority or taxation authority in any relevant jurisdiction;
- 9.2.5 if the Service Provider or any person to whom the Client's or the Managed Entity's information is disclosed have a right or duty to disclose it or are permitted (acting reasonably) or compelled by Applicable Law;
- 9.2.6 to debt collection agencies, law enforcement agencies and/or fraud prevention agencies;
- 9.2.7 to the Service Provider's agents, auditors and professional advisers (and those agents, auditors and professional advisers of other companies in the Societe Generale Group) to enable them to perform their obligations;
- 9.2.8 to insurers and information providers; or
- 9.2.9 otherwise if the Client or the Managed Entity consent to such disclosure.
- 9.3 The Service Provider will only disclose the Client's and the Managed Entity's confidential information to those persons described in Clause 9.2 for the following purposes (such persons may also disclose the Client's and the Managed Entity's confidential information for the same purposes):
- 9.3.1 to confirm and verify the Client's and the Managed Entity's identity and, where applicable, conduct an appropriateness assessment (see Clause 16). This may involve the use of other companies in the Societe Generale Group or third parties acting as the Service Provider's or their agents for screening against publicly available information (including law enforcement agency sanctions lists) or involve companies in the Societe Generale Group otherwise assessing the Client's and the Managed Entity's appropriateness;
- 9.3.2 to establish and manage the relationship the Service Provider (or any other company in the Societe Generale Group) has with the Client or the Managed Entity and to provide the Services;
- 9.3.3 to monitor and analyse the conduct of the Client's or the Managed Entity's accounts and relationship with the Service Provider or with other companies in the Societe Generale Group to ensure compliance with the Service Provider's or their internal policies and/or procedures and to be able to monitor risks and report on them;
- 9.3.4 to carry out business operational and administrative activities, including record keeping and audits;
- 9.3.5 to carry out statistical and other analysis (including behavioural analysis);
- 9.3.6 to comply with any Applicable Law and/or any voluntary code or industry best practice the Service Provider reasonably decides to adopt;
- 9.3.7 to comply with the request or requirement of any court, tribunal, mediator or arbitrator or any Regulatory Authority or taxation authority in any relevant jurisdiction;

- 9.3.8 as is reasonably necessary to trace the Client (for example, if the contact details the Client has provided are no longer correct) or the Managed Entity, trace debtors and enforce or seek to obtain settlement of amounts owing to the Service Provider (or to other companies in the Societe Generale Group);
- 9.3.9 to carry out the detection, investigation and prevention of fraud, tax evasion, money laundering, bribery, corruption, terrorist financing and other crime or malpractice and oversee and report on such detection, investigation and prevention activities over such matters by the Service Provider, other companies in the Societe Generale Group or other third parties; and
- 9.3.10 to use in connection with any legal proceedings or regulatory action (including prospective legal proceedings / regulatory action) and for obtaining legal advice or for establishing, exercising or defending legal rights.
- 9.4 The Service Provider, any Appointees, Employees or any company in the Societe Generale Group (or any of their agents or delegates) are not obliged to disclose to the Client or the Managed Entity or take into consideration any fact, matter, finding or other information:
- 9.4.1 if this would, or might, be in breach of duty or confidence to any other person or would result in a breach of any Applicable Law; or
- 9.4.2 irrespective of what may or may not be known by a company in the Societe Generale Group, which comes to the notice of an Appointee, Employee or another company in the Societe Generale Group (or any of their agents or delegates), but has not come to the actual notice of the individual(s) through whom the Client's or the Managed Entity's relationship with the Service Provider is conducted.

10 Data Protection

- 10.1 The Service Provider is a data controller in respect of the Client's and the Managed Entity's Personal Data (and that of any persons connected or associated with them) and will process such Personal Data in accordance with Applicable Law.
- 10.2 The Service Provider will process the Client's and the Managed Entity's Personal Data (and that of any persons connected or associated with them) as necessary for the performance of its obligations under the Agreement, for compliance with a legal obligation, to pursue its legitimate interests or those of a third party (subject to any overriding interests, fundamental rights and freedoms the Client or any such persons may have) or, in limited circumstances, where the Client or such persons have given consent. The Client's and the Managed Entity's Personal Data (and that of any persons connected or associated with them) may be transferred to those persons described in Clause 9.2 and processed for the purposes described in Clause 9.3. This may involve the transfer of Personal Data to countries outside the European Economic Area in which case the Service Provider will take all reasonable steps to ensure the recipient of such information keeps it safe and secure. Further information on how Personal Data is collected, how long it is retained for, the grounds for processing, the purposes of the processing and the persons to whom Personal Data may be transferred can be found in the Privacy Notice which is available on the Service Provider's website at: www.kleinworthambros.com/en/important-information.
- 10.3 Under Jersey and Guernsey data protection legislation, the Client and any person whose Personal Data the Service Provider may hold which has been provided to the Service Provider in the course of providing the Services have the following rights in respect of their own Personal Data (some of which are subject to certain conditions or circumstances):
- (a) to receive a copy of their Personal Data held by the Service Provider upon written request (a subject access request);
- (b) to require the Service Provider to correct any inaccuracies in the information it holds about the Client and such persons;
- (c) to require the Service Provider to assist the Client and such persons to move, copy or transfer their Personal Data;

- (d) to require the Service Provider to erase their Personal Data;
- (e) to require the Service Provider to block the processing of their Personal Data; and
- (f) to object to the processing of their Personal Data.

The Client and such persons also have the right to ask the Service Provider not to process their Personal Data for marketing purposes. The exercise of some of these rights may result in the Service Provider no longer being able to provide the Services. The Client or such persons should contact the Service Provider if they wish to exercise these rights. To request a copy of their Personal Data, the Client or such persons should write to the Data Protection Officer, SG Kleinwort Hambros Trust Company (CI) Limited at PO Box 197, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8RT or PO Box 86, Hambro House, St Julien's Avenue, St Peter Port, Guernsey GY1 3ED. The Client and such persons also have the right to complain to the Office of the Information Commissioner in Jersey by writing to the Office of the Information Commissioner, Brunel House, Old Street, St Helier, Jersey JE2 3RG or to the Office of the Data Protection Commissioner in Guernsey, as applicable, by writing to the Office of the Data Protection Commissioner, Guernsey Information Centre, North Esplanade, St Peter Port, Guernsey GY1 2LQ. Further information on the exercise of these rights can be found in the Privacy Notice which is available on the Service Provider's website at: www.kleinworthambros.com/en/important-information.

11 Intellectual Property

All correspondence files and records (other than statutory corporate records) and all information and data held by the Service Provider on any computer system is the sole property of the Service Provider for its sole use and neither the Client nor the Managed Entity thereof shall have any right of access thereto or control thereover.

12 Safe Custody and Document Retention

- 12.1 The Service Provider will keep all such deeds and other documents which it considers appropriate, or where it is requested by the Managed Entity or the Client to do so, in its safe custody facilities. These facilities are carefully regulated and controlled and designed to limit the possibility of unauthorised access or damage by fire or water. The Service Provider accepts no responsibility for any deeds or documents it holds in safe custody that are damaged or lost as a result of theft, fire or water damage, in the absence of gross negligence.
- 12.2 Where the Service Provider retains originals or copies of any documents belonging to a Managed Entity or the Client following the termination of the Services, the Service Provider reserves the right (but shall not be under an obligation):
- 12.2.1 to retain such copies for a period of ten years from the date of the termination of the Services and thereafter to destroy all such documents (whether originals, photocopies or electronic copies) at such times as the Service Provider in its sole discretion considers appropriate;
- 12.2.2 (without prejudice to Clause 12.2.1) to make electronic copies of all such documents as they shall have retained and reserve the right to destroy hard copies of all such documents that they shall have retained.
- 12.2.3 Requests from former Managed Entities or Clients for information, records and data held concerning a Managed Entity for which the Service Provider no longer provides Services may be refused, however if accepted, the Service Provider shall charge for the provision of such information, records and data on a time spent basis at its usual hourly rates and all expenses and disbursements shall be borne by the requesting party.

13 Client and Managed Entity Money

- 13.1 Money belonging to the Client or the Managed Entity will be maintained at all times separate from the funds of the Service Provider.
- 13.2 To the extent that tax has to be deducted from interest earned on funds held on behalf of the Client or the Managed Entity or paid

out to the Client or the Managed Entity the Service Provider will account to the tax authorities for tax deducted. The Client and the Managed Entity are responsible for seeking their own tax advice in this regard.

- 13.3 On receipt of any monies the Service Provider must be satisfied as to the source of these funds. If it has any doubts as to the source of funds the Service Provider may (i) refuse to receive or to return monies and/or (ii) be bound by Applicable Law to notify the relevant authorities.
- 13.4 The Managed Entity and the Client will not request or instruct the Service Provider to take or refrain from taking any action whatsoever in relation to funds or assets or documents of any nature which could in the sole opinion of the Service Provider result in a contravention of any Applicable Law. The Service Provider reserves the right not to comply with any request or instruction which in its sole opinion could potentially result in any such contravention or which in its opinion could result in any damage to its reputation or good standing.
- 13.5 Neither the Service Provider nor any other member of the Societe Generale Group shall be responsible for complying with any reporting requirements outside of the Island in which the Services are provided in relation to interest earned on monies held in any account of the Managed Entity or of the Client.

14 Delegation

- 14.1 The Service Provider in performing its duties hereunder may, where it considers it appropriate, appoint at the expense of the Managed Entity agents or other delegates to perform any specific duties of the Service Provider.
- 14.2 The Service Provider shall not be liable for any loss arising from a delegation (except when the delegation is to an Appointee) made pursuant to Clause 14.1 provided that (i) the delegation has been made on terms such that the agent or delegate shall be directly liable for any such loss, (ii) such delegation or continuation of the delegation was made in good faith, and (iii) that the Service Provider has not been grossly negligent in monitoring the activities of the agent or delegate.

15 Liability of Service Provider

- 15.1 None of the Service Provider, any member of the Kleinwort Hambros Trust Group, the Appointees or the Employees shall be held liable for:
- 15.1.1 any failure or delay in the performance of its obligations in connection with the Services arising out of or in connection with circumstances beyond its reasonable control (including, without limitation, acts of God, civil or military disturbances, outbreaks of war, acts of terrorism, natural disaster, act of government or any other authority, accidents, labour disputes or any power, telecommunications or computer failure); or
- 15.1.2 any indirect or consequential economic loss or damage whatsoever.
- 15.2 The Managed Entity and the Client undertake to indemnify the Service Provider, the other members of the Kleinwort Hambros Trust Group, the Appointees and the Employees to the greatest extent permitted by law against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities whatsoever which may arise from the provision of the Services by the Service Provider, the other members of the Kleinwort Hambros Trust Group, the Appointees or the Employees, other than liabilities arising from the fraud, wilful default or gross negligence of the Service Provider, the other members of the Kleinwort Hambros Trust Group, the Appointees or the Employees.
- 15.3 The Managed Entity and the Client's undertakings and indemnities in Clause 15.2 shall extend to the Service Provider's agents and delegates mutatis mutandis as if the Service Provider's agents and delegates were listed as persons to whom the undertaking and indemnity is given in Clause 15.2 and the Service Provider shall hold the benefit of the undertaking and indemnity on trust for the said agents and delegates and their heirs, successors, assigns and personal representatives.

15.4 The provisions of this Clause are without prejudice to any other limitation of liability or indemnity given in favour of the Service Provider, the members of the Kleinwort Hambros Trust Group, the Appointees or the Employees and shall remain in full force and effect notwithstanding the termination of the Services.

15.5 Except for claims in tort or for breach of fiduciary duty by an Appointee, the sole right of action for any Client or Managed Entity in relation to the Services shall be against the Service Provider or any agent or delegate (other than any Employee or Appointee) of the Service Provider and the Client or Managed Entity shall under no circumstances seek recourse in respect of any obligation or claim arising out of or based upon the provision of the Services against any Employees or Appointees.

15.6 To the extent permitted by law, the parties agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to any other party in relation to these Terms and Conditions.

16 Identity Information and Verification

- 16.1 The Service Provider is required to operate anti-money laundering and other checks and procedures in respect of all aspects of the provision of the Services. The time at which such information and documentation is required and the form in which it shall be delivered to the Service Provider shall be determined by the Service Provider in its absolute discretion. If the Service Provider is not provided with such information and documentation as required to enable the Service Provider to meet such ongoing obligations, it shall be entitled to suspend or terminate the provision of the Services by notice in writing to the Managed Entity or the Client with immediate effect and without liability or responsibility for any direct or indirect loss caused.
- 16.2 The information referred to in Clause 16.1 shall be updated at such intervals as the Service Provider may determine. It shall be the responsibility of the Managed Entity and the Client to provide:
- 16.2.1 the required information in a timely and accurate manner; and
- 16.2.2 to inform the Service Provider of any material change in circumstances which may render any information previously provided inaccurate or otherwise obsolete.
- 16.3 By providing such information and documentation, the Client and, where applicable, the Managed Entity will be taken to have consented to the onward disclosure of such information and documentation to such third parties as shall in the opinion of the Service Provider require the same in connection with the Services.
- 16.4 Information and documentation provided to the Service Provider may be subject to disclosure and production pursuant to orders of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

17 Termination of Services

- 17.1 Subject always to any constitutional document of the Managed Entity or Applicable Law, the Service Provider may terminate the provision of the Services to the Client and, where applicable, a Managed Entity at any time in any of the following circumstances:
- 17.1.1 upon giving not less than one month's written notice to the Client;
- 17.1.2 immediately upon notice given to the Managed Entity and the Client if in the opinion of the Service Provider:
- (a) the Managed Entity or the Client are insolvent or liable to be declared en désastre or subject to a creditors' (insolvent) winding-up or any equivalent or similar procedure in any jurisdiction; or
- (b) the Managed Entity or the Client are in material breach of these Terms and Conditions or the Engagement Document; or
- (c) there has been any change in ownership of the Managed Entity such that there shall be a new Client in relation to the Managed Entity; or

- (d) the Client and/or the Managed Entity (or any of its officers or employees not provided by the Service Provider) have been charged with any criminal offence involving dishonesty or is or has been the subject of any criminal, judicial or regulatory investigation in any jurisdiction; or
- (e) there has been a failure on the part of the Client or the Managed Entity to supply such client due diligence material ("CDD") in relation to any Client or the Managed Entity as shall be required by the Service Provider or any other member of the Kleinwort Hambros Trust Group or if any such information or documentation supplied in relation to CDD is deemed by the Service Provider to be deliberately false or misleading; or
- (f) any of the activities of the Client or the Managed Entity are no longer consistent with the activities contemplated in any Engagement Document applicable to the Managed Entity;
- (g) any fees, taxes or disbursements invoiced by the Service Provider in relation to the Client or any Managed Entity have remained outstanding and unpaid in whole or in part for more than 30 days after the invoice date; or
- (h) the Client, or the Managed Entity or, to the extent relevant, the principal or Owner/Controller (as such term is defined in Clause 6.1(a)(iv)) become(s) subject to Sanctions, engages in activities under Sanctions or engages with an individual, company or other legal entity that is subject to Sanctions.
- 17.2 Subject always to any constitutional document of the Managed Entity or Applicable Law, the Managed Entity or the Client may terminate the appointment of the Service Provider in respect of the Services on giving not less than one month's written notice to SG Kleinwort Hambros Trust Company (Cl) Limited.
- 17.3 Upon termination of the Services for any reason, the Managed Entity or the Client shall immediately provide details of the new service providers which shall be required in order to maintain the Managed Entity in good standing under the laws of its jurisdiction and shall provide an address to which the Service Provider may transfer all books and records of the Managed Entity. In the event that the relevant information in relation to any new service provider is not provided to the Service Provider by the date on which the notice to terminate the Services takes effect, the Service Provider reserves the right to withdraw the Services without appointment of any replacement service provider and to arrange for the resignation of any directors, trustees or other officers of any Managed Entity without the appointment of successors (unless the Applicable Laws prevent any such unilateral withdrawal) and the Service Provider further reserves the right to transfer any shares or interests in any Managed Entity held by nominees into the name of the Client or other beneficial owner nominated by the Client in respect of such interest.
- 17.4 Upon termination of the provision of the Services for whatever reason the Service Provider shall be entitled to:
- 17.4.1 charge fees, in accordance with any trust deed or, if permitted, at the usual rates for work done by the Service Provider and its Employees, for all time spent and disbursements incurred (whether before or after the termination takes effect) in connection with the transfer of administration of any Managed Entity;
- 17.4.2 make such retentions and receive such indemnities as it may require in respect of any actual or contingent liability and may take such action as it deems necessary to limit such liability;
- 17.4.3 retain any documents or retain any assets (including assets held on behalf of the Managed Entity or to the order of the Managed Entity or on behalf of or to the order of any company or other body in common ownership with the Managed Entity or otherwise connected or affiliated to the Managed Entity in any manner) until such time as all fees, expenses, disbursements or liabilities due and payable are discharged;
- 17.4.4 (subject to Applicable Law) create a charge or encumbrance in its own favour over, appropriate or sell any assets (including assets held on behalf of the Managed Entity or to the order of the Managed Entity or on behalf of or to the order of any company or other body in common ownership with the Managed Entity or otherwise connected or affiliated to the Managed Entity in any manner) as security for or in settlement of any sum payable to the Service Provider under these Terms and Conditions or the Engagement Document without the consent of the the Managed Entity or Client; and/or
- 17.4.5 (subject to Clause 17.5) retain any fees paid in advance relating to a period after the termination takes effect.
- 17.5 If the Managed Entity or the Client (as applicable) have complied with its obligations under Clause 17.3, Clause 17.4.5 shall not apply and, subject to Clauses 17.4.1 and 17.4.2, the Managed Entity or the Client (as applicable) may be entitled to a refund in respect of fees paid in advance relating to the period after the termination takes effect.
- 17.6 Nothing contained in these Terms and Conditions shall limit the right of the Service Provider to take legal proceedings, serve process or seek the recognition or enforcement of a judgment or any similar or related matter against the Client or the Managed Entity.
- 18 Assignment**
- 18.1 The Service Provider may assign or transfer the whole or any part of its rights and benefits under the Engagement Document and/or these Terms and Conditions. For the purpose of any such assignment or transfer, the Service Provider may disclose information about the Client and/or the Managed Entity to any prospective assignee or transferee, provided that the Service Provider shall use its reasonable endeavours to procure that such prospective assignee or transferee is placed under an obligation of non-disclosure equivalent to that in Clause 9.
- 18.2 Neither the Client nor the Managed Entity shall assign or transfer all or any part of their respective rights, benefits and/or obligations under the Engagement Document and/or these Terms and Conditions.
- 19 Severability**
- If at any time one or more of the provisions of these Terms and Conditions becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity legality and enforceability of the remaining provisions of these Terms and Conditions shall not be affected or impaired in any way.
- 20 Notices**
- 20.1 Any notice required to be given hereunder shall be in writing addressed to the party concerned at such address or on such facsimile number or email address from time to time notified to the other for the purpose, failing which the registered office or the last known usual address of such party.
- 20.2 For this purpose, any notice:
- 20.2.1 delivered personally shall be deemed to have been given at the time of such delivery;
- 20.2.2 sent by ordinary post shall be deemed to have been given 72 hours after posting;
- 20.2.3 sent by facsimile or email shall be deemed to have been given at the time of despatch provided that notices received by the Service Provider other than during normal business hours and on normal business days shall be deemed to have been given immediately upon the Service Provider reopening for business; or
- 20.2.4 sent by commercial courier shall be deemed to have been given on the date and at the time of signature of the courier's delivery receipt.
- 20.3 The provisions of this Clause shall not apply to the service of any document which relates to legal proceedings before a court or tribunal.
- 21 Changes to these Terms and Conditions**
- 21.1 The Service Provider may from time to time change these Terms and Conditions by:

- 21.1.1 giving the Managed Entity and the Client written notice of the change; or
- 21.1.2 publishing these Terms and Conditions, as changed or re-issued, on the Website;
- in each case not less than one month before the change is to take effect. Notification of the change to the Managed Entity and the Client, or publication of the change on the Website shall be deemed to constitute sufficient notice to the Client of such change.
- 21.2 Unless the Managed Entity or the Client informs the Service Provider in writing that either of them do not accept the change to the Terms and Conditions as notified or published on the Website before it takes effect, the the Managed Entity and Client will be deemed to have accepted such change and shall be bound by the Terms and Conditions as notified or published.
- 21.3 If the Managed Entity or the Client informs the Service Provider in writing that either of them do not accept the change to these Terms and Conditions before it takes effect, the Managed Entity (subject to any constitutional document or Applicable Law), the Client or the Service Provider may terminate the Services by giving not less than one month's written notice to the other party or parties.
- 21.4 These Terms and Conditions supersede and replace all and any terms and conditions previously in force in relation to any of the Services.
- 21.5 Where the Service Provider and the Managed Entity or the Client subsequently enter into an agreement which expressly replaces these Terms and Conditions in their entirety, these Terms and Conditions shall cease to apply but shall not affect any accrued right or obligation of the parties.

22 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Island of Jersey in so far as they relate to the provision of Services in or from within Jersey and in accordance with the laws of the Island of Guernsey in so far as they relate to the provision of Services in or from within Guernsey. The Managed Entity and the Client agree to submit to the non-exclusive jurisdiction of the Jersey courts in connection with these Terms and Conditions in so far as they relate to the provision of Services in or from within Jersey and to the non-exclusive jurisdiction of the Guernsey Courts in so far as they relate to the provision of Services in or from within Guernsey.

23 Complaints

- 23.1 In case the Client or the Managed Entity is not satisfied with the Services provided by the Service Provider, the Service Provider has established a complaints procedure. In the first instance, the Client or the Managed Entity should write to its usual contact at the Service Provider at either PO Box 197, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8RT, or PO Box 86, Hambro House, St Julian's Avenue, St Peter Port, Guernsey GY1 3ED detailing its complaint which will be acknowledged within 5 working days and then be thoroughly investigated. The Client or the Managed Entity will be kept informed about the progress of their complaint and any action taken to resolve it and will be notified in writing when the complaint is closed and, if not upheld, will be provided with a statement of reasons for that decision.
- 23.2 If after taking this action the Client or the Managed Entity is still dissatisfied, the Client or the Managed Entity may be eligible to refer its complaint to the Channel Islands Financial Ombudsman. The Channel Islands Financial Ombudsman may be contacted at:

Channel Islands Financial Ombudsman (CIFO)
 PO Box 114
 Jersey, Channel Islands
 JE4 9QG
 Email: enquiries@ci-fo.org
 Website: www.ci-fo.org
 Jersey local phone: 01534 748610
 Guernsey local phone: 01481 722218
 International phone: +44 1534 748610

- 23.3 The Client or the Managed Entity may also refer the matter to the Jersey Financial Services Commission, PO Box 267, 14-18 Castle Street, St Helier, Jersey, JE4 8TP (www.jerseyfsc.org) and in so far as it relates to the provision of the Services in or from within Guernsey to the Guernsey Financial Services Commission, PO Box 128, Gategny Court, Gategny Esplanade, St Peter Port, Guernsey GY1 3HQ (www.gfsc.gg) in their respective capacities as regulators of the Service Provider, although neither the JFSC or GFSC provide a forum for resolution of complaints.

Notes

Notes

Notes

SG Kleinwort Hambros Trust Company

(C) Limited

PO Box 197
SG Hambros House
18 Esplanade
St Helier, Jersey
Channel Islands JE4 8RT
T +44 1534 815555
F +44 1534 815640

SG Kleinwort Hambros Trust Company

(C) Limited

PO Box 86
Hambro House
St Julian's Avenue, St Peter Port
Guernsey GY1 3ED
T +44 1481 726521
F +44 1481 710742

www.kleinworthambros.com



SOCIETE GENERALE GROUP

BUILDING TEAM SPIRIT
TOGETHER