

## Terms of Business

### Retail Clients

#### Terms of Business for Retail Clients

##### This is an important document. Please read it carefully.

These terms and conditions and annexes ("the Terms") together with the Account Agreement, Schedule of Charges, Investment Risk Profile Questionnaire ("IRPQ"), Investment Policy Statement, any other ancillary documents and any product-specific supplemental terms and conditions ("Supplemental Terms") form a legal agreement between you and LGT Wealth Management UK LLP ("LGT Wealth Management", "LGT WM", "we" or "us").

These documents are referred to collectively as "this Agreement", and set out the terms on which we will provide services to you.

By signing the Account Agreement, you confirm that you accept these Terms and any Supplemental Terms and will be bound by this Agreement. This Agreement will come into effect the later of the date that we receive a satisfactorily completed and signed Account Agreement from you or that we take control of any relevant assets.

To the extent that there is any conflict or inconsistency between any provision of these Terms and any provision of any Supplemental Terms, then the provisions of the Supplemental Terms shall apply in respect of the products or services they cover.

#### 1. Regulatory Status

- 1.1 LGT Wealth Management UK LLP is registered in England (Registered No. OC 329392) and our principal place of business and registered address is 14 Cornhill, London EC3V 3NR.
- 1.2 We are authorised and regulated by the Financial Conduct Authority ("FCA") of 12 Endeavour Square, London, E20 1JN. We are a member of the London Stock Exchange ("LSE"). We are required to act in accordance with the rules of the FCA as set out in the FCA Handbook of Rules and Guidance ("FCA Rules") and the rules of the LSE where relevant.
- 1.3 On the basis of the information you have provided to us, we have classified you as a "Retail Client" for the purposes of the FCA Rules. This provides the highest level of protection available under those rules. You have the right to request a different classification (e.g. as a "Professional Client"), but please note that we may not agree to such a request.
- 1.4 For the purposes of FCA Rules, where you are acting as agent, we will treat only you as our client regardless of whether or not your principal has been identified to us. However, we may at our discretion enter into a contractual relationship with your principal in certain circumstances, including without limitation where such person(s) may require provision by us of any credit facility or services.

#### 2. Investment Services

- 2.1 Depending on the service you have selected in the Account Agreement and any Supplemental Terms, we will provide you

with discretionary, advisory and execution-only services in relation to the sale and purchase of investments, including, without limitation, securities, bonds, warrants, collective investment schemes (including funds which are operated or managed by us or our associates), derivatives, structured products, contracts for differences, options, hedge funds, private equity, property and real estate products, Venture Capital Trusts and Enterprise Initiative Schemes.

- 2.2 Except as set out in the IRPQ or otherwise agreed with you, there are no restrictions on the types of investments in which we may invest on your behalf or markets on which you will permit transactions to be carried out, nor any restrictions on the value of or proportion of the account value which any one investment or class of investment may have.
- 2.3 The specific terms on which we provide our discretionary, advisory and execution only services are set out in this section 2 below. The terms which apply when we buy and sell investments on your behalf are set out in section 3 (Dealing). The terms on which we will hold the assets or cash in your discretionary, advisory or execution only account are set out in section 5 (Custody Services) and 6 (Client Money).

#### Discretionary Services

- 2.4 Where you have indicated that you wish to receive discretionary services, we will manage your investments on a discretionary basis. This means that, subject to any limitations set out in the IRPQ, we, acting as your agent, will have full authority and complete discretion without prior reference to you to invest and reinvest the assets within the account by entering into any kind of transaction or arrangement on your behalf. We may include in your account investments of any value and may invest any proportion of your account in any way that we believe is suitable for you based on the information you have provided to us in your IRPQ or by other appropriate means, and based on this information, we will keep such applicable investment under ongoing review.
- 2.5 We will establish a benchmark against which to assess the performance of your account and will notify you of this in writing.

#### Advisory Services

- 2.6 Where you have indicated that you wish to receive advisory services, we will provide investment advice based upon the information you provide in the IRPQ or otherwise provide to us. We may provide advice orally or in writing.
- 2.7 It is important that you inform us of changes in your personal circumstances, investment objective or risk profile. You agree to notify us promptly of any such changes.
- 2.8 When we provide you with our advisory service, you retain all power of decision and trading authority, and orders will only be placed or executed on your express instructions.



- 2.9 When we give our advice to you, we may notify you that a proposed investment transaction is not suitable for you. Where we have provided the warning described above and you ask us to proceed with the transaction, you agree and acknowledge that we may proceed with the transaction on an execution-only basis, though you should note that we may also, at our discretion, refuse to undertake any transaction for you. Where orders are accepted on an execution-only basis, this will be confirmed on the relevant trade confirmation.
- 2.10 Our investment advice is classified by the FCA as “restricted advice” because, while we do advise on investments from the whole of the investment market, we will not consider your wider financial planning and pension requirements. However, should you require advice in this regard, we will, on your request, refer you to our wealth planning team.

#### **Ongoing Advice**

- 2.11 Where we agree with you that we will provide you with ongoing advice we will review your account and make such recommendations as we consider appropriate in accordance with the investment objectives and the risk profile which you have selected, together with such investment guidelines and restrictions you may have stipulated in the IRPQ or as you may separately agree with us in writing from time to time. Our ongoing advice may include without limitation advice to buy, sell, hold or otherwise acquire or dispose of particular assets within your account, as well as advice on asset allocation and trading recommendations. If we have agreed with you to do so we will keep your account under review and provide you with updated advice from time to time. Where appropriate, we will agree with you a benchmark against which to assess the performance of your account and will notify you of this in writing. Any initial benchmark will be indicated in the IRPQ.

#### **One-off Advice**

- 2.12 Unless we have agreed to provide you with ongoing advice, our advice will be on a one-off, transaction by transaction basis. Where we provide you with one-off advice, we do not accept responsibility for advising you on the continued suitability of individual investments, and we will not be responsible for a breach of your investment objectives or guidelines if such breach occurs as a consequence of any change in value of an investment after its acquisition or disposal.

#### **Suitability and Appropriateness**

- 2.13 In providing discretionary or advisory services, we are required by the FCA to obtain the necessary information from you regarding your knowledge and experience in the investment field relevant to the specific type of investment or service provided to you, your financial situation, your appetite for risk and your investment objectives in order to assess the suitability of our advice and of the transactions to be entered into by us on your behalf. The reason we carry out our suitability assessment is to enable us to act in your best interests.
- 2.14 Where we provide you with one-off advice, we are required to provide you with a suitability statement before we commit you to a transaction. You confirm that, if we provide you with our advice and you instruct us to enter into a transaction over the telephone or by some other means of distance communication that prevents the prior delivery of a suitability statement, we may provide you with our suitability statement after you have been committed to the transaction. You will, however, also be given the option of delaying the transaction.
- 2.15 When providing execution-only services in relation to complex investments we are required to obtain the necessary information from you regarding your knowledge and experience in order to carry out an assessment of the appropriateness of the transaction for you.

- 2.16 It is very important that you provide us with accurate and up-to-date information to enable us to carry out our suitability and/or appropriateness assessments as necessary. We are entitled to rely upon any information provided by you or any person authorised by you unless we are aware that the information provided is manifestly out of date, inaccurate or incomplete.
- 2.17 It is important that you inform us of changes in your personal circumstances or investment objectives and risk profile. You agree to notify us promptly of any such changes. You agree that we cannot be held liable for losses resulting from investments or decisions that could be considered unsuitable in light of circumstances that have not been notified to us.

If you fail to provide any information requested by us, whether by reason of unwillingness or inability to provide such information, we will not be able to provide you with investment advice or enter into any discretionary transactions on your behalf or carry out execution only transactions in complex investments.

#### **Execution-Only Services**

- 2.18 Where you have indicated that you wish to receive execution-only services, we will, when instructed by you, buy and sell investments on your behalf without advising you on the merits of the transaction. In such cases, we will not take account of the information you have provided about your investment objectives and requirements and we will not be required to ensure that the transaction is suitable for you.
- 2.19 However, in providing execution-only services in relation to certain complex transactions or products we may be subject to an obligation under the FCA Rules to assess the appropriateness of the transaction or product for you. To make our assessment we may need to ask you for information about your investment experience and knowledge. If, on the basis of the information received, we consider the product or service is not appropriate for you, we will provide you with a written or oral warning to that effect. Where we have provided you with such a warning and you ask us to proceed with the transaction, you agree and acknowledge that we may proceed with the transaction, though you should note that we may also, at our discretion, refuse to undertake any transaction for you.
- 2.20 Where orders are accepted on an execution-only basis, this will be confirmed on the relevant trade confirmation.

#### **Performance**

- 2.21 Your account will be assigned to a specific executive (“Investment Manager”) and, other than for the execution-only service, the performance of your account will depend on the decisions made by him and may differ from the performance of other accounts managed by us. In your Investment Manager’s absence, we will ensure that your account remains managed in accordance with your instructions and may appoint another Investment Manager at our discretion.
- 2.22 Where you have notified us in the Account Agreement or IRPQ or subsequent correspondence that you have specific considerations or are subject to specific legal constraints which may affect our advice or exercise of discretion, we shall use reasonable endeavours to observe them. You agree that this may affect performance, and may result in a lower overall return than an account without such constraints. We are not under any circumstances responsible for the provision of, or the consequences of observing such considerations or following such legal advice.

#### **3. Dealing**

- 3.1 When we execute orders on your behalf, we will follow our Execution Policy which is set out in Annex 2. By signing the Account Agreement you confirm that you agree to the policy.



- 3.2 You agree that we may aggregate your orders with orders of other clients so long as we reasonably believe that this is in the overall best interests of the clients. Despite this, the effect of aggregation may operate on some occasions to your disadvantage.
- 3.3 In the provision of the services provided for under this Agreement we may utilise or open accounts with brokers, dealers and other counterparties at our discretion and execute transactions ourselves through accounts established for such purposes. Provided we have discharged our regulatory obligations in the appointment and monitoring of such brokers, dealers and counterparties, we shall have no liability for any loss arising from their failure or default.
- 3.4 We will send you a market transaction report of any and all transactions undertaken on your behalf no less than quarterly, and at such frequency as you may elect should you maintain an online account with us. You are requested to review the report and to promptly notify us of any errors that it may contain.
- 3.5 We may at our discretion accept limit orders from you. We will use our reasonable endeavours to execute such orders; however, we do not guarantee that they will be executed even if the relevant price is met.
- 3.6 You agree to accept partial completion of orders unless expressly agreed otherwise. We accept no liability for the non-completion of, or delay in completing, orders where this has been caused by systems failure outside our control, market closure or other exceptional circumstances. If an order is not immediately executed, you hereby instruct us not to make that order public. You may override this instruction on a transaction by transaction basis.
- 3.7 If you wish to cancel an order which has not yet been fully or partially executed we will, without liability, seek to cancel it with the market or agents to whom we have passed it, but we can give no assurance that we can effect such cancellation. In placing any order (including where placed in error) with us, you accept full liability for its completion unless we confirm to you cancellation of the order, and you further accept that you are liable for any costs arising from such cancellation.
- 3.8 Certificated holdings need to be transferred to a nominee account prior to sale. This may result in a delay in being able to effect the sale. We will not be liable for any loss suffered by you arising from such a delay.
- 3.9 We reserve the right to decline dealing instructions when to follow them would cause us to breach legal or regulatory requirements or where we believe on reasonable grounds that to follow them is impractical or would cause us financial loss or reputational damage.
- 3.10 You consent to us carrying out orders outside a regulated market, multilateral trading facility or organised trading facility when we believe this to be in your best interest. In the event that we carry out orders outside of a regulated market, multilateral trading facility or organised trading facility you should be aware that the order may be subject to the risk of the counterparty becoming insolvent during the course of the carrying out of the order.
- 4. Instructions, Communications and Statements**
- 4.1 In respect of any account(s) you hold with us, we will send you a statement indicating the initial value and composition of your account. Further statements and valuations will be sent to you quarterly. We may issue additional statements or valuations upon payment of such charges as we consider appropriate to reflect our reasonable administration charges. We aim to provide the statement or valuation to you within 5 business days of your request or of payment in respect of any such charges, whichever is the later. Investments will be priced at the closing mid-price of the previous day to their valuation (unless otherwise indicated or where applicable regulations otherwise require) and where there is no price or there are difficulties pricing an investment you agree that we may value such investments at such a price as we consider to be reasonable.
- 4.2 In the event that the overall value of your account (as evaluated from the last report) depreciates by 10% (and thereafter at multiples of 10%), we shall notify you of this depreciation within one business day. If your account has positions in contingent liability transactions and the initial value of each instrument depreciates by 10% (and thereafter at multiples of 10%) we shall notify you of the depreciation within one business day.
- 4.3 We will accept instructions, including dealing instructions, by telephone, post, facsimile or via email. However, please note that instructions sent to us by any means shall not be deemed to be received until expressly acknowledged by us by telephone, post, facsimile or via email. We may ask you to confirm some instructions orally or in writing. Specifically, you should note that we may, at our discretion, require oral authentication prior to executing instructions for payments to pre-nominated third party accounts, and we will require written confirmation prior to executing instructions for payments to any other third party accounts.
- 4.4 We may refuse without liability on our part to accept or to act on any instruction if its authenticity is in doubt or if acting on it would be in breach of any of our policies, or of any law, market practice or rule of any relevant regulatory body. We are not obliged to give any reason for such a refusal but will notify you as soon as possible if an instruction is rejected.
- 4.5 We may act on and treat as binding any instruction that we have accepted in good faith and which we reasonably believe to be from you or from someone authorised to instruct us on your behalf without further enquiry as to the authenticity, genuineness, authority or identity of the person giving or claiming to give such instructions. If you wish to revoke or amend a person's authority to act on your behalf or to appoint another person to give us instructions on your behalf you must complete the relevant section of the Account Agreement or otherwise provide written authorisation. We will be entitled to rely on your written notification without further enquiry as to whether the authorisation has been granted, revoked or amended lawfully.
- 4.6 We may, as part of our services to you, offer Capital Gains Tax ("CGT") and/or other tax computations or information. Such computations and/or information will be provided in good faith, but we do not give any representation or guarantee as to their accuracy or completeness. We accordingly do not accept responsibility for the consequences of any action(s) that you may take in reliance on it and we expect that you will seek independent expert advice as appropriate to your requirements in this area.
- 4.7 Telephone calls and electronic communications between us that result or may result in a transaction will be recorded. A copy of the recording will be available on request for a period of five years (or seven years if required by the FCA) from the date of the recording. We may make a charge for providing a copy of the recording.
- 4.8 Communications between us will be in the English language.
- 5. Custody Services**
- Our Custody Services**
- 5.1 We will act as a custodian in accordance with the FCA Rules

in respect of all investments that we hold on your behalf. Wherever practicable, unless otherwise instructed, all investments which are purchased through us, will be registered or otherwise recorded in the name of:

- 5.1.1 our nominee company, Vestra (Nominees) Limited;
- 5.1.2 a nominee company controlled by a recognised or designated investment exchange; or
- 5.1.3 a nominee company controlled by a sub-custodian selected by us in accordance with the FCA Rules (a "Nominee").
- 5.2 We will identify, record and hold all clients' assets separately from any of our own investments and other assets, and in such a manner that the identity and location of clients' assets can be identified at any time. In relation to those of your investments registered in a Nominee's name, that Nominee will hold the legal title to such investments and you will at all times be the beneficial owner. We reserve the right to refuse to accept any particular investment into our custody.
- 5.3 We may appoint another firm to provide custody services to you (a Sub-Custodian). We will take due skill, care and diligence in selecting suitable Sub-Custodians to hold your investments, but as long as we have taken such due care we will not be liable to you in the event of default by or the insolvency of a Sub-Custodian unless that Sub-Custodian is an associate of ours.
- 5.4 We accept liability for our nominee company, which we shall be responsible for to the same extent as for our own acts (including, for the avoidance of doubt, losses arising from fraud, wilful default or negligence), but not for a Nominee controlled by any other Sub-Custodians, unless such Sub-Custodian is an associate of ours.
- 5.5 Every 3 months we will provide you with a valuation of your investments which are held by us or by a Nominee or Sub-Custodian selected by us (except in the case of investments which are held temporarily by us or a Nominee or Sub-Custodian pending settlement of transactions). You are requested to review the statement and to notify us of any errors that it may contain.
- 5.6 Upon termination of this Agreement in accordance with section 19 (Termination), we shall be entitled to charge a fee, as set out in our Schedule of Charges from time to time, for the transfer of stock out of a Nominee account.
- 5.7 Where specifically requested by you, we shall make such arrangements as you may instruct or we may deem appropriate to register or otherwise record your investments in your own name. This may include any services relevant to transaction handling and associated transfers of registration of certificated stock. You should be aware that holding and dealing in investments in your own name and/or in certificate form may cause settlement delays and incur additional cost.
- 5.8 Where specifically requested by you, we may also be able to safeguard investments that you may wish to retain in certificate form. These certificates will be held securely in our safe in order to ensure your investments are adequately protected.
- 5.9 Occasionally share certificates and other documents of title become invalid and cease to have tradable value. This can be for various reasons from the restructuring of the company to the company ceasing to exist. Accordingly, in accepting this Agreement, you give your consent for us to dispose of invalid investment documentation which may be held on your behalf, and to remove the record of such holdings from your valuations and custody reports.

#### **Pooling**

- 5.10 Your investments may be pooled with those of other clients for administrative reasons, but they will be strictly segregated and identified in our records and they will not be used for the account of any other client. The effect of pooling is that individual client entitlements may not be identifiable by separate certificates, other physical documents of title or equivalent electronic record. In the event of an irreconcilable shortfall after the default of a Sub-Custodian, clients may share in that shortfall pro rata.
- 5.11 In the case of certain collective investments, pooling may result in more favourable trading terms, but may on occasion adversely affect dividend payments and result in payment of a proportionately higher share of performance fees (where applicable).

#### **Overseas Investments**

- 5.12 Where we purchase and/or hold non-UK investments for you outside the UK, these may be registered or recorded directly in the name of a Sub-Custodian, rather than that of a Nominee, due to the legal requirements or the nature of market practice in the jurisdiction(s) concerned, where it is in your best interests to do so or it is not feasible to do otherwise. A list of the jurisdictions in which this may be done will be supplied on request. As a consequence of registering your investments overseas they may not be segregated from investments belonging to us or the Sub-Custodian and therefore your protection may be less should a default occur on the part of the Sub-Custodian in whose name the investments are registered or recorded. Investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those which apply within the UK. We will not be liable for the insolvency, acts or omissions of any Sub-Custodian referred to in this sub-section.
- 5.13 In the case of bargains transacted outside the UK, any stock held by us or to our order on your behalf may be passed to an intermediate broker, settlement agent or counterparty located outside the UK. In these circumstances, the legal and regulatory regime applying to such an entity may be different from that of the UK. This means that in the event of the insolvency of such an entity, your assets may be treated differently from the manner in which they would be treated if they had been passed to an intermediate broker, settlement agent or counterparty within the UK. Additional information on risks relating to emerging markets is set out in section 18 (Emerging Market Risk) of Annex 1.

#### **Reporting, Exercise of Voting Rights and Corporate Events**

- 5.14 When providing our investment services our duties include dealing with all the arrangements for settling purchases and sales. We will also supply detailed statements listing the shares held on your behalf by us, a Nominee or a Sub-Custodian. We will collect the dividends on your behalf and credit them to your income account or, if you prefer, to your bank at such frequency as you may indicate from time to time (e.g. monthly, quarterly, semi-annually, annually). We will send you regular statements of income received.
- 5.15 At the end of each tax year, you will receive a single Consolidated Tax Certificate which is approved by HM Revenue and Customs. You will also receive a dividend summary which supports your tax return to save you the trouble of collating and listing individual tax vouchers. Registered charities and other non-taxpaying funds may, on request, receive a Consolidated Tax Certificate more frequently, to facilitate immediate tax reclaims.
- 5.16 We will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your investments. However, in the event of a scrip dividend being offered, we will elect to take the cash alternative except where you request otherwise and we, in our absolute discretion,



agree to take shares. We shall be under no obligation to apply for the scrip alternative until the relevant investments are registered in a Nominee's name. There may be occasions when we are unable to accept the scrip option due to time constraints imposed; where this is the case, you will receive the default option of cash.

- 5.17 If your investments are held by a Nominee or are otherwise under our control and we are notified of any right to attend and vote at shareholders', securities holders' or unit holders' meetings, or of any rights issues, calls, conversion, subscription or redemption rights, or take-over or other offers arising from capital re-organisations ("Corporate Events") attaching to your investments, we will take the following steps:
- 5.17.1 where it relates to an investment held within a discretionary account, we will decide what action to take;
- 5.17.2 where it relates to an investment held within an advisory or execution-only account, we will notify you of any voluntary corporate action (meaning that there is a decision or an election to be made); and
- 5.17.3 we will not notify you of any mandatory corporate action (meaning that the outcome is not something over which you have a choice).
- 5.18 Where we have provided notice of a Corporate Event, you are responsible for ensuring that instructions are provided to us by the time stated in the notice. If we do not receive an instruction within the terms and timing of the notice, any default option specified in the notice will be applied on your behalf. If a Corporate Event is a rights issue that requires additional funds from you, it is your responsibility to ensure that cleared funds are available in your account by the time stated in the notice. We are not responsible for the consequences of any failure to provide instructions to us by the stated time once notification has been given, or the consequences of any default option applied on your behalf or any alternative instructions we receive. We are not obliged to do more than give one notification on each relevant matter.
- 5.19 Unless your investments are held within an ISA (as defined at section 22), we will not be obliged to arrange for you to attend shareholders' meetings or unit holders' meetings and vote in person or to direct how a Nominee should vote on your behalf, and we reserve the right to recover any reasonable expenses from you for making such arrangements.
- 5.20 Where we are acting as your discretionary investment manager, we will always deal with any Corporate Event in what we reasonably believe to be the best interests of our clients. We will notify you of any decision we take regarding Corporate Events in our periodic reports to you.
- 5.21 We will sell any non-attributable fractional entitlements and donate any cash raised to a registered charity of our choice.
- 5.22 Where Corporate Events (such as partial redemptions) affect some but not all nominee investments held in a pooled account, we shall allocate the investments so affected to relevant clients in such a fair and equitable manner as we consider appropriate.
- 5.23 If we are notified of a class action or group litigation that is being proposed or taken concerning investments that a Nominee is holding, or has held, on your behalf we will be under no obligation to inform you or otherwise act on that notification.

#### **Settlement**

- 5.24 Where any documents or cleared funds are not held by us

as part of your account, we will not be obliged to settle any transaction or any account on your behalf until we or our settlement agents or, as the case may be, Sub-Custodian, have received all necessary documents or cleared funds. Our obligations to deliver to you, or to your account, or to account to you for the proceeds of the disposal of investments are conditional upon the prior receipt by us of appropriate documentation and cleared funds.

- 5.25 Where we have acted as your agent, it is the other party to the transaction and not us who is responsible for settling the trade with you and delivery or payment (as the case may be) will be at your risk. Our obligation is only to pass on to you, or to credit to your account, such deliverable documents or sale proceeds (as the case may be) as we actually receive.

#### **Our Rights Over Your Assets**

- 5.26 Subject to the FCA Rules, if, at any time, you have failed to pay us sums due under this Agreement or any Supplemental Terms, or we have reason to believe that you may be unable or unwilling to meet your future liabilities under this Agreement we, or a Sub-Custodian shall be entitled (and are irrevocably authorised by you) to, without providing any advance notice, use any cash, or sell any investments, held by or registered with us, our Sub-Custodian or Nominee and use the proceeds (after deducting any costs in doing so) to eliminate or reduce any unpaid obligations owed to us. Any surplus remaining after discharging the obligations owed to us will be paid to you. If the cash and proceeds of disposals do not cover all the obligations owed to us, you will still owe us the balance.
- 5.27 We may, take any or all of the following actions, at all times acting in good faith:
- 5.27.1 sell investments bought on your behalf but for which you have not paid on or before the relevant settlement date;
- 5.27.2 close open sold positions (by buying in investments or otherwise) in the event that the relevant securities have not been delivered by you on or before the relevant settlement day;
- 5.27.3 sell any securities held or registered by us in or in a Nominee or by a Sub-Custodian to our order or acquired on your behalf; and
- 5.27.4 take any other steps we may consider necessary or appropriate to meet any obligations which you may have to comply with under this Agreement or otherwise to protect our position.
- 5.28 You agree that we may set off, transfer or apply (without further notice to you) any obligations or monies owed by us to you in order to satisfy in whole or in part any debt or obligation or sum that is due from you to us.
- 5.29 In exercising our rights under this Agreement we may convert currencies and carry out foreign exchange transactions with you or on your behalf at such rates and in a manner that we may in our discretion determine. In such circumstances, we shall be acting on our own behalf and not executing your orders. We shall therefore not be liable to you for the result obtained, nor for our choice of which investments are to be sold.

#### **Using Your Custody Investments as Collateral**

- 5.30 We may, where so requested by you and separately agreed in writing, make arrangements to lend to third parties investments or documents of title or certificates evidencing title to investments in the account and borrow on your behalf against the security of such investments where we consider this is in the best interests of the account and may deposit such investments with a third party by way of collateral.
- 5.31 At your request and by prior written agreement between you



and us, and your bankers, where relevant, your investments may be used as collateral for loans or overdrafts.

## 6. Client Money

- 6.1 We will hold and deal with your money in accordance with the FCA Rules. Any money which is not due and payable to us and is not otherwise paid to you will be segregated from our money and held by us in a Client Bank Account at an approved bank as defined under the FCA's Rules. We may reclaim from your account all payments we make in error or to which you are otherwise not entitled.
- 6.2 We may place a portion of client money in deposit accounts which have fixed terms or notice periods of up to 95 days to obtain better rates of interest; such amounts may not be immediately available for distribution to you in the unlikely event that we receive requests for the repayment of a significant proportion of our client money, or in the event of our default or the default of one of the institutions with whom your money is held. Where you have given us your consent in the Account Application or otherwise we may also, invest monies held on your behalf in a Qualifying Money Market Fund, in which case, your money will be held in accordance with the custody rules rather than the client money rules of the FCA.
- 6.3 To the extent that any interest is earned (or payable) on sterling, Euro and US Dollar balances held by us in a Client Bank Account or Qualifying Money Market Fund, you agree that we will deal with the interest as follows:
- 6.3.1 in the event that the average rate of interest received in respect of client money available on an instant access basis held in Client Bank Accounts (the "Client Money Interest Rate") is greater than 1%, you shall receive a proportion of the interest calculated at a rate of 1% below the Client Money Interest Rate in the same currency as the balance(s) held;
- 6.3.2 in the event that the Client Money Interest Rate is equal to or less than 1%, but greater than zero, we reserve the right to retain the full amount of any interest that may be earned on these balances (however, we may, at our discretion, elect to pay to you a proportion of any such interest and will, on request, disclose the basis on which any amount so paid has been calculated); and
- 6.3.3 in the event that the Client Money Interest Rate falls below zero, such that balances held in a Client Bank Account or Qualifying Money Market Fund become subject to an interest charge, we reserve the right to pass on such charge to you in full or a proportion thereof.
- 6.4 Any interest that is earned on cash balances in currencies other than those referenced in section 6.3 above held by us in a Client Bank Account or Qualifying Money Market Fund will be retained in full by us and in the event that the interest rate on such currencies falls below zero such that balances become subject to an interest charge, we reserve the right to pass on such charge to you in full or a proportion thereof.
- Interest due and payable under this clause will be paid to you quarterly in arrears.
- 6.5 Upon duly acknowledged receipt of notification to close one or all of your accounts, any applicable interest on such account(s) shall cease accruing and no longer be payable with immediate effect.
- 6.6 On occasion, it may be necessary or appropriate for your money to be held in a Client Bank Account at a bank outside the UK or for it to be passed to an intermediate broker, settlement agent or counterparty located in a jurisdiction outside the UK. In such circumstances, the legal and regulatory

regime applying to the bank, intermediate broker, settlement agent or counterparty will be different from that of the UK, and in the event of failure of any such party, your money may be treated in a different manner from that which would apply if it was held in the UK.

- 6.7 Where necessary and appropriate, and provided it is permissible under the FCA Rules, we may, transfer your money or assets to a Client Transaction Account (as defined in the FCA Rules) to be held by a third party, such as a clearing house or intermediate broker, in order to facilitate a trade requiring such transfer or to provide cash collateral ("margin") to support your trades. In such circumstances, your money or assets will no longer be held in a Client Bank Account or Qualifying Money Market Fund as described in section 6.2 above and the arrangements for protecting your money or assets will not be entirely the same. In the unlikely event that excess money or assets are transferred into such a Client Transaction Account, such excess will be returned to you and held in our Client Bank Account or a Qualifying Money Market Fund.

## Margin Payments

- 6.8 Where we enter into derivatives trades with you or on your behalf, we may, in accordance with section 3.3 above, instruct a counterparty, selected at our discretion, to give effect to your instructions and in any event shall do so where the transaction is to be subject to the rules of an exchange or market of which we are not a member.
- 6.9 In order to facilitate your derivatives or foreign exchange trading activity, we may require you to provide and maintain the amount of margin that we consider appropriate in order to secure or cover your obligations arising in relation thereto. Provided you hold sufficient funds with us the provision of margin (for products other than contacts for differences and certain rolling spot foreign exchange contracts) may be effected by transferring the requisite sum to the Client Transaction Account held with the counterparty concerned.
- 6.10 The timing and amount of margin that you are required to provide will be determined by reference to your derivatives trading activity and the obligations that you owe or are likely to owe to us as a consequence thereof. Where we consider that the provision of margin by you is no longer necessary, an equivalent transfer of money will be made back to the Client Account in which we hold money on your behalf.
- 6.11 In the event of any sale or transfer of LGT WM's business, you agree that we may transfer your client money to the purchaser of our business provided that:
- 6.11.1 we may only transfer monies held on your behalf to another firm that will hold them pursuant to the FCA Rules (or apply adequate equivalent measures to protect such monies);
- 6.11.2 the terms of the transfer will provide that the purchaser must return the funds to you as soon as practicable if you request them to do so; and
- 6.11.3 we shall notify you within seven days of how such monies will be held by the transferee firm, together with the option to have these returned to you.
- ## 7. Joint Accounts
- 7.1 Unless separate arrangements are put in place at the outset, we will assume that, where you have entered into this Agreement jointly with another person or other persons, you (the joint account holders) will hold any assets in your account as joint tenants, and accordingly, the assets therein will be owned jointly by all of you without any distinction between you as regards ownership of specific assets or proportion thereof. We shall be entitled to hold you jointly and severally liable for any



debt or charge arising out of this Agreement and on the death of one of joint tenants, ownership of any assets in the account will pass to the survivor(s).

7.2 This Agreement will remain in force notwithstanding the death or other incapacity of any one or all of you until we confirm in writing that we have received either:

7.2.1 written notice from your personal representative(s) of the death or legal incapacity of all of you; or

7.2.2 notice of termination from any one of you.

7.3 Notice issued by us will be effective in relation to each of you if served on any one of you.

7.4 Unless we are instructed otherwise, all communications that we send to you such as trade confirmations, statements and valuations will be sent only to the first-named client in a joint account.

## 8. Trustees

8.1 Where you are acting as trustees, you will be exclusively responsible for compliance with the Trustee Act 2000 as amended from time to time ("the Act"). If we provide a discretionary service, the Act requires you to prepare and regularly review an appropriate policy statement. If you do not provide us with a policy statement of your own, you agree that we shall be entitled to treat your instructions and investment objectives as set in the IRPQ, once completed and signed by you, as your policy statement duly adopted as such by you.

8.2 If you provide us with a policy statement of your own, we draw your attention to the possibility that matters defined in it, such as risk profiles, account composition and investment objectives may differ from our own descriptions as set out in this Agreement. The Act requires you to ensure that we comply with the policy statement and that you keep under review the terms under which we provide our service. The effect of these obligations under the Act is that, as the contractual basis of the relationship between us is contained exclusively in this Agreement, it is your responsibility as trustees to set out, review and where necessary amend your instructions and investment objectives on the IRPQ or otherwise to ensure that they are, and remain, in conformity with your policy statement.

8.3 We will accept instructions on behalf of the account from one or more individual nominated trustees or their agent, provided that those trustees with authority to execute account agreements on behalf of the trust, signing jointly, authorise us to accept instructions given in this manner, either in the Account Agreement or by way of an original or certified copy of a mandate to this effect.

## 9. Charges and Fees

9.1 In consideration of the provision of our services on an ongoing basis as set out at section 2 above or any Supplemental Terms, you will pay us such charges and fees for our services as are set out in the accompanying Schedule of Charges or as we may agree separately in writing from time to time. In certain circumstances, and only where permitted by applicable law, we may be paid trail commission on the value of an investment made by you or on your behalf, payable by managers of unit trusts and other Retail Investment Products, where these investments were purchased before 31st December 2012 and you continue to hold them. If this is the case, we will always rebate these monies back to you.

9.2 Where a management fee is applied to your account the fee is debited from your cash account on a quarterly basis in arrears. The management fee will be determined at the time of fee calculation, based on the actual portfolio value and in accordance with the calculation method detailed in our Schedule of Charges.

As your portfolio varies from quarter to quarter, the management fee may increase or decrease accordingly.

9.3 When we enter into a foreign exchange transaction on your behalf you will be responsible for paying the market quoted exchange rate together with our applicable foreign exchange fee as set out in the Schedule of Charges or otherwise notified to you from time to time.

9.4 In addition to our charges and fees, you agree that you will be responsible for any other fees or charges that may be incurred as a result of our provision of services to you including third-party banking fees. You agree that you will also pay any Value Added Tax ("VAT"), or any other applicable tax or levy that is due or chargeable in relation to any charges or fees.

9.5 We will ordinarily deduct any charges due from the proceeds of the relevant transaction where possible. You agree that we may deduct any sums that you owe us in relation to charges and fees directly from any assets held on your behalf.

9.6 As set out in section 5 above (Custody Services) we may exercise our right to use any cash or sell and investments held within your account to cover any unpaid costs losses or claims which you are responsible for under this Agreement.

9.7 We may receive third party research material or services in return for direct payments by us out of our own resources.

## 10. Non-UK Taxation

10.1 If you are a taxpayer and/or resident outside the UK or hold non-UK investments, you may be liable to account to non-UK tax authorities for any capital or income earned. You will retain sole responsibility in relation to these matters.

10.2 You undertake to notify us immediately in writing of any change to your address or tax residency.

10.3 Where, due to either UK legislation or to contractual arrangements that we have entered into with foreign tax authorities, we are required to identify your tax status and/or withhold tax, then you agree to provide us with all information as may be required, and you further confirm that in the absence of all requisite information, we may take steps including:

10.3.1 notifying the relevant tax authority;

10.3.2 requiring the transfer of overseas investments to a Sub-Custodian;

10.3.3 arranging for the sale of such investments on your behalf; and

10.3.4 withholding the appropriate level of tax on such capital or income.

10.4 In particular, you should note that in accordance with US Internal Revenue Service regulations, we are required to identify beneficial owners of US securities. To enable us to deal in US securities on your behalf, you must complete relevant US tax documentation (e.g. a W-8BEN, W-8BEN-E, W-9 or W-8IMY Form) and provide us with certified copies of your passport and proof of address. Failure to do so may result in additional tax being withheld on income or capital gains originating from US securities.

10.5 Where you are a trust or an entity that is classified as a "financial institution" under the Organisation for Economic Co-operation and Development's Common Reporting Standard you undertake to report any reportable persons to the applicable tax authority, where such persons are tax resident in a reportable jurisdiction.

## 11. Client Representations and Warranties

*Representations and Warranties are personal statements, assurances or undertakings given by you to us on which we rely when dealing with you. Please read this section carefully.*



- 11.1 You warrant that you have full power to enter into this Agreement, and that the monies you invest with us shall be free from all liens and charges, and undertake that no liens or charges will arise from any acts or omissions on your part, other than as agreed between us from time to time.
- 11.2 You undertake not to deal, except through us, with any of the cash or assets held in your account and not to authorise anyone else to deal in any of them other than with our prior agreement.
- 11.3 You warrant that any information which you have provided to us in relation to your status, residence and domicile for taxation purposes is complete and correct, and you agree to provide any further information properly required by any competent authority.
- 11.4 You will notify us promptly if there is any material change in any information you have provided to us, and will provide such other relevant information as we may from time to time reasonably request in order to fulfil our regulatory and contractual obligations. You acknowledge that any failure to provide such information may adversely affect the quality of the services that we may provide.
- 12. Liability and Indemnity**  
*Please read this section carefully. It includes details of situations where you will be responsible for making a payment to us above and beyond the charges and fees set out in the Schedule of Charges.*
- 12.1 Neither we, nor any of our partners, employees, delegates (including Sub-Custodians) or agents, shall be liable for any loss, damage liability, claim or expense sustained by you as a direct or indirect result of the provision by us of our services, save that nothing in this Agreement shall exclude or restrict any liability resulting directly from our negligence, fraud or wilful default or any contravention by us of the FCA Rules. We shall not be liable for any indirect or consequential loss or loss of profit or losses that were not reasonably foreseeable to both of us or for any losses that arise from any damage to your business or reputation.
- 12.2 You undertake to reimburse us and each of our partners, employees, delegates and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than our corporation tax) which are caused by:
- 12.2.1 the provision by us of our services to you;
- 12.2.2 any material breach by you of any of the terms of this Agreement;
- 12.2.3 any default or failure by you in performing your obligations to make delivery or payment when due; or
- 12.2.4 any defect in title or any fraud or forgery in relation to any investments delivered to us or a Sub-Custodian by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.
- 12.3 In relation to trustees, liability under this Agreement or the Terms as a whole shall be limited, in the absence of fraud, to the assets of the trust.
- 12.4 Neither we nor any Sub-Custodian shall be entitled to be indemnified against the consequences of our own negligence or wilful default or any contravention by us of any provision of FCA Rules.
- 12.5 We do not give any warranty or undertaking as to the performance or profitability of the account (or any part of it) or that any specific investment objectives can be successfully achieved.
- 12.6 You will be responsible for obtaining your own advice on the taxation, legal, regulatory or accounting consequences of any investment or investment strategy. We may occasionally engage third parties to give you advice on certain aspects of tax, but we accept no liability for their advice and you will always be responsible for obtaining such advice in relation to your overall situation.
- 12.7 Except where investments are held in joint names or other relevant legal restrictions apply - e.g. they are held in an ISA - you may instruct us in writing to register investments purchased through us in the name of some other person (who must not be connected with us) whom you specify and in respect of whom you provide us with verification of identity to our satisfaction. If you do so instruct us, the consequences of registration carried out in accordance with your instructions are entirely at your risk and expense.
- 12.8 Nothing in these Terms shall limit our liability for death or personal injury nor allow us to recover the same loss or cost more than once.
- 13. Force Majeure**  
Neither we, nor any of our partners, employees, delegates (including Sub-Custodians) or agents shall be liable for any circumstance or failure to provide any of the services if such circumstance or failure results wholly or partly from any event or state of affairs beyond our reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of our obligations shall be suspended pending resolution of the event or state of affairs in question.
- 14. Conflicts of Interest**
- 14.1 We, or our associates may provide services or enter into transactions in relation to which we, or our associates have, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you. We will ensure that such transactions are effected on terms which are not materially less favourable than if the conflict had not existed.
- 14.2 We may accept minor non-monetary benefits from third parties in connection with our services to you (such as information relating to investments or investment services or participation in conferences or other training events on the benefits and features of specific financial instruments or investment services) where we believe they enhance the quality of the service provided to you and are of a scale and nature that they could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in the best interests of our clients.
- 14.3 Summaries of actual and potential conflicts and conflict management policies and details of any conflicts we are not able to manage are set out in Annex 3.
- 14.4 We will ordinarily act as your agent and you will therefore be bound by our actions under this Agreement. The provision of services under this Agreement shall not give rise to any fiduciary or equitable duties which would oblige us to accept responsibilities more onerous than set out in the Terms, or which would prevent or hinder us in effecting transactions for you.
- 15. Acting as Principal**  
Where we execute any transaction on your behalf, it will, subject to the FCA Rules, ordinarily be executed by us as your agent. However, we may, from time to time, act as a riskless principal (i.e. executing transactions as principal on your behalf in markets where trading as agent is not practicable/ permissible) including as may be more fully set out in any Supplemental Terms.





## **16. Data Protection and Confidentiality of Information**

- 16.1 We are not obliged to disclose to you or take into consideration information, the disclosure of which would be a breach of duty or confidence owed to any other person, or which comes to the notice of an employee, officer or agent of ours, but not to the actual notice of the individual(s) managing the account.
- 16.2 The information we hold about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. We will only disclose your information to third parties in the following circumstances:
- 16.2.1 where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
- 16.2.2 to investigate or prevent fraud or other illegal activity;
- 16.2.3 in connection with the provision of services to you by us;
- 16.2.4 for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments or the verification of your identity and/ or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations;
- 16.2.5 if it is in the public interest to disclose such information; or
- 16.2.6 at your request or with your consent, subject to the proviso that we may disclose your information to certain permitted third parties, such as members of our own group and our professional advisers who are bound by confidentiality codes.
- 16.3 We will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.
- 16.4 We may use, store or otherwise process personal information provided by you or us in connection with the provision of the services of the purposes of providing the services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments or the verification of your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations. In the UK, we operate, and have made all appropriate notifications in accordance with, applicable data protection legislation. For the purposes of data protection legislation we are a data controller.
- 16.5 To the extent that you have provided sensitive personal information to us and have explicitly consented to us using such information, either as part of your declaration in the Account Agreement or by granting consent at the time you provide us with the information, we may use this information to enable us to provide investment services to you. Sensitive personal information comprises personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
- 16.6 The legal basis for us processing your personal information will typically be because the processing is necessary: (i) to fulfil our obligations under this Agreement; (ii) for our legitimate business interests; (iii) for compliance with a legal obligation to which we are subject; or (iv) because you has have provided us with your consent or explicit consent in the case of sensitive personal information.

- 16.7 In accordance with data protection laws you are entitled to a copy of the information we hold about you and to be informed about the purposes for which it is being or will be processed and the recipients or classes of recipients to whom it is being or will be disclosed. In addition you have other rights under applicable data protection legislation that you may exercise against us along with the right to lodge a complaint with the applicable data protection supervisory authority (being the Information Commissioner's Office or any superseding or replacement body). If you would like to request copies of this information, please contact us. If you would like more information about how to exercise your other rights please contact us directly. We may charge a fee for providing this information to you (details of which are available upon request). If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate. Where we process your personal information on the basis of your consent you can withdraw your consent at any time.
- 16.8 We will retain your personal information for as long as is reasonably necessary for the purposes listed above or as required by local applicable law. Usually, we will retain our file and information in relation to you and your account after the termination of our agreement for such period as may be required by law or for 6 years (whichever is longer). All papers and files, including important original documents will be stored in our archive storage facilities. Please contact us directly for further details of applicable retention periods.
- ## **17. Complaints and Investor Compensation**
- 17.1 All complaints should be directed in the first instance to our Compliance Officer:  
The Compliance Officer  
LGT Wealth Management UK LLP  
14 Cornhill  
London EC3V 3NR
- 17.2 We will endeavour to resolve your complaint as quickly as possible. Details of our complaints handling procedure can be found on our website at [www.lgtwm.com](http://www.lgtwm.com) on the Special Legal Information section, or a copy of the full procedure is available on request.
- 17.3 If for any reason you are dissatisfied with our final response, or we have failed to resolve your complaint within eight weeks of receipt, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS"). A leaflet detailing the procedure will be provided in our final response, and the FOS may be contacted on 0800 0234 567 or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The address of the FOS is Exchange Tower, Harbour Exchange Square, London E14 9SR.
- 17.4 We are covered by the Financial Services Compensation Scheme (FSCS). Compensation may be available from the FSCS if we are unable to meet our obligations to you. Your possible entitlement to compensation will depend on the type of business and the circumstances of the claim. Most types of investment business are covered for £85,000 per person per firm. For information about the FSCS and details of your eligibility for compensation and applicable differing levels of cover, please refer to: [www.fscs.org.uk/what-we-cover/](http://www.fscs.org.uk/what-we-cover/).
- ## **18. Notices**
- 18.1 We will send any notices that we are required to send to you to the address that we hold for you in our records. This is also the address to which any trade confirmations, statements or valuations will be sent. You agree to notify us of any change of address immediately.
- 18.2 You should send any notices for us to our address as shown above.



## **19. Termination**

- 19.1 Either party may terminate this Agreement at any time by giving the other notice in writing which will be effective immediately although we would try to give you longer notice where reasonably practicable to allow you to make arrangements to transfer your investments.
- 19.2 Additional services provided under Supplemental Terms may also be terminated in accordance with such Supplemental Terms without terminating this Agreement.
- 19.3 Any termination is subject to the settlement of any outstanding transactions and the payment of any charges and other amounts due.
- 19.4 Termination of this Agreement automatically terminates any custody arrangements currently in place between us. Any securities held in custody will either be re-registered in your name or transferred to another custodian on your instruction.
- 19.5 Termination of this Agreement shall in addition automatically terminate any service provided under any Supplemental Terms.
- 19.6 In the case of a sole account holder, this Agreement will terminate automatically if we are notified of his or her death.
- 19.7 In the case of a company, this Agreement will terminate automatically if we are notified of:
- 19.7.1 the calling of a meeting to consider a resolution for winding up the company;
- 19.7.2 the presentation of a petition for winding up the company;
- 19.7.3 the making of, or any proposals for the making of, a composition or arrangement with any one or more of your creditors;
- 19.7.4 an application for the appointment of an administrator or trustee in bankruptcy; or
- 19.7.5 the appointment of a receiver (whether an administrative receiver or a receiver appointed over particular property).
- 19.8 Upon termination, unless you provide us with specific instructions, any money owing to you following any termination, netting or set-off process under this Agreement (including under any Supplemental Terms) will be sent by cheque to your correspondence address and securities held on your behalf will be re-registered in your own name and title documents issued to you. You agree that you remain responsible for ensuring that any fees or costs associated with termination may be deducted from your account or paid to us before this Agreement is terminated.
- 19.9 The following sections will remain in force following any termination of these Terms: section 4.7 (Telephone Calls and Electronic Communications), section 5.25 (Our Rights Over Your Assets), section 9 (Charges and Fees), section 12 (Liability and Indemnity), section 16 (Data Protection and Confidentiality of Information), section 17 (Complaints and Investor Compensation), section 18 (Notices) and section 23 (General).

## **Dormant Accounts**

- 19.10 Where you have not traded on an account for a period exceeding 12 months and we are not holding investments or cash on your behalf, we reserve the right to suspend or close your account without prior notification.
- 19.11 We may liquidate any and all assets held in your account, at market value, and pay away such balance to a registered charity of our choice, provided:
- 19.11.1 the asset(s) has/have been in our custody for 12 years or more;

- 19.11.2 no instruction has been received for you in respect of the asset(s) for 12 years or more; and
- 19.11.3 we have exhausted all reasonable steps to contact you pursuant to the FCA Rules.
- 19.12 We will retain records of any monies realised by the sale of such asset(s) and undertake unconditionally to make good any valid claims against any released balances.
- 19.13 We may cease to treat any balances held in your account as client money, and pay away such balance to a registered charity of our choice, provided:
- 19.13.1 there has not been any movement on your account for 6 years (other than any payment or receipt of charges, interest or similar items); and
- 19.13.2 we have exhausted all reasonable steps to contact you pursuant to the FCA Rules.
- 19.14 We will retain records of all balances released from Client Bank Accounts and undertake unconditionally to make good any valid claims against any released balances.

## **20. Delegation, Appointment of Agents and Assignment**

- 20.1 We may delegate any function or service (including custody services under section 5) that we are required to provide under this Agreement to a third party, including an associate, and may provide information about you for this purpose. Any such delegation will not affect our liability to you or our obligation to provide any services under this Agreement. Separate liability provisions apply in relation to Sub-Custodians as set out at section 5. We will not be required to provide you with any notice of any arrangements that we may make to delegate any function but will not without your written consent delegate the whole or substantially the whole of our investment discretion.
- 20.2 We may employ agents including an associate to perform any administrative dealing or ancillary services to enable us to perform our services under this Agreement. We will act in good faith and with reasonable skill and care in the selection of agents.
- 20.3 We may assign any part of our rights or obligations under this Agreement to any associate(s) without your consent. However, should we do so, we will provide you with written notice of any assignment. You agree that you will enter into any documentation that we may require you to enter into in order to facilitate such an assignment. If you are unhappy with our decision to assign we remind you that you have the right to terminate this Agreement immediately on written notice (see section 19.1).
- 20.4 You may not assign or transfer any rights or obligations under this Agreement without our prior consent.

## **21. Amendment**

- 21.1 We reserve the right to amend the Terms (including any Supplemental Terms) at any time; upon giving 30 days' notice in advance or earlier if giving such notice is in our reasonable opinion impracticable or where necessary to allow us to comply with applicable laws and regulations or for minor technical changes. You are deemed to have consented to any alteration that may be effected to these terms and conditions if we do not receive notification otherwise from you, in writing, before the time specified for the changes to come into effect.
- 21.2 You may not amend these Terms unless we confirm in writing that any proposed amendment is acceptable to us. Such a confirmation will also set out details of the date from which such an amendment will become effective.



21.3 You may amend your investment objective, risk profile and/or any other matters agreed between us in the Account Agreement and IRPQ at any time by giving us details in writing.

## **22. Additional Terms for LGT WM ISAs**

22.1 The following terms and conditions apply to the in-house LGT WM ISA Account (the "ISA"). The ISA will be categorised as a Stocks and Shares ISA under the Individual Savings Account Regulations 1998 as amended (the "Regulations") which means it offers a stocks and shares component only. All applications must be made in writing by means of a completed ISA Application Form. LGT WM is approved by HM Revenue & Customs ("HMRC") to act as manager of the ISA ("ISA Manager").

22.2 We will notify you if, by reason of any failure to satisfy the provisions of the Regulations, your ISA has, or will, become void. Your ISA will terminate automatically and at once if your ISA becomes void under the Regulations. If your ISA is made void we may, by agreement with you, either transfer your investments to you or sell the investments and transfer the proceeds of sale to you.

### **ISA General Terms**

22.3 You agree that completion and submission of an application for an ISA constitutes acceptance of this Agreement and specifically this section 22, which will take effect upon acceptance by us of your application.

22.4 Unless you notify us to the contrary, the investments within your ISA shall be managed in accordance with your client designation as discretionary, advisory or execution-only. The investments eligible for inclusion in your ISA ("ISA Investments") shall be those permitted by the Regulations for a stocks and shares ISA and shall accord with the risk profile which you have selected, together with any investment objectives and investment restrictions you have provided in the IRPQ.

22.5 In accordance with the Regulations:

22.5.1 the ISA Investments will be, and must remain, in your beneficial ownership and must not be used as security for a loan, unless the security arrangement is created by way of a mere equitable charge;

22.5.2 title in the ISA Investments will be vested in the name of a nominee company owned by us, or will be held to our order; and

22.5.3 the certificate evidencing title to each ISA Investment will be held by us or to our order.

22.6 You authorise us to reclaim from HMRC all tax deductions and refunds to which you are entitled in relation to the ISA.

22.7 You can elect to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held directly within your ISA.

22.8 In respect of shares, securities or units which are held directly in your ISA, you can elect to attend shareholders', securities holders' or unit holders' meetings to vote, and to receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders.

### **ISA Cancellation**

22.9 You may cancel an ISA within 14 days of applying for the ISA. During this 14 day cancellation period, HMRC will treat the position as if no subscription to an ISA had been made in the first place and your right to subscribe to an alternative ISA offered by us or another ISA provider within the same tax year will be unaffected.

### **ISA Transfers**

22.10 Upon your request, your ISA, with all rights and obligations of the parties to it, may be transferred to another ISA manager within a time period stipulated by you. A transfer may be made in respect of the current year's ISA subscriptions and the investments bought with those (and any income arising) in whole and/or previous years' ISA subscriptions and the investments bought with those subscriptions (and any income arising) in whole or in part.

22.11 We will effect the transfer (by transfer of the investments and/or cash direct to the new ISA manager) within the time stipulated by you and, in any event, within no more than 30 calendar days of your request (and in accordance with any legislation governing the transfer) provided the transferee approves the transfer and is an approved ISA manager.

22.12 Upon receipt of your request for a transfer we will let you know the precise conditions that apply to the transfer and the method of transfer, each as required by the Regulations.

### **ISA Withdrawals**

22.13 If you wish to withdraw investments or monies from your ISA you can do so by instructing us to (within a time period specified by you and, in any event, within no more than 30 calendar days of your request) transfer all or part of the investments held in the ISA and proceeds arising from those investments to be transferred or paid to you. In the event of a cash withdrawal you must specify the amount in cash you wish to withdraw. To meet your request we will use any available cash balances first and then select investments within your ISA to sell. The amount to be withdrawn will be paid to you as soon as sufficient cash is held in your ISA. You will not incur a tax liability by making a withdrawal from your ISA.

22.14 Please note carefully that your subscription limit is not affected by withdrawals. Irrespective of any withdrawals that you may make in a tax year we cannot (and no other ISA provider can) accept further subscriptions in the same tax year if your subscription limit has been reached.

### **Avoiding Loss of ISA Benefits**

22.15 In the event that compliance with your instructions reduces or extinguishes, or would or might, if carried out, reduce or extinguish any benefits of the ISA, we accept no responsibility for such reduction or extinction if we act in accordance with your instructions. However, we reserve the right not to comply with any instructions which we reasonably believe may lead to such a reduction, and it is further agreed that we may take such action as we consider necessary to avoid or minimise such loss but shall have no liability for failing so to act. In any case where it is our reasonable opinion that you wish your instructions to be carried out regardless of any possible adverse taxation or other consequences, we will carry out the instructions and not take mitigating action on our own initiative, and you accept the possible consequences of benefits being lost, the ISA being rendered void and/or the retrospective withdrawal of previous benefits.

### **Repair of ISAs**

22.16 In certain cases of breach of the Regulations in relation to investment rules or governing subscription to a disallowed combination of ISAs, HMRC may allow the position to be rectified and the ISA to be continued, subject to a penalty or to some action being taken in relation to the ISA. HMRC may impose a time limit for such action to be taken. You agree that, in the absence of alternative instructions from you, we are to seek to maintain HMRC status of the ISA and to take such action and to meet such penalty on your behalf as is required by HMRC to effect the repair of the ISA. Provided that we act in good faith, we shall not be liable for any loss or tax liability incurred by our



taking or not taking action in these circumstances, nor if HMRC status of your ISA is nevertheless lost.

**23. General**

- 23.1 This Agreement shall replace all previous agreements entered into between you and us.
- 23.2 Our obligations to you shall be limited to those set out in this Agreement and that are imposed by applicable law which we have not excluded in this Agreement. In particular we will not owe you any wider duties of a fiduciary nature.
- 23.3 If any provision or term of this Agreement is declared to be illegal, invalid or unenforceable for any reason, that term or provision shall be treated as though it had never been part of this Agreement and will be ineffective without prejudice to the remainder of the term or any other term or provision thereof. Any deletion shall be considered not to materially affect this Agreement.
- 23.4 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 23.5 Any failure by us (whether continued or not) to insist upon strict compliance with any of the terms of this Agreement shall not constitute nor be deemed to constitute a waiver by us of any of our rights or remedies. The rights and remedies conferred upon us shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise by us of any other additional rights and remedies.
- 23.6 This Agreement shall be governed by English law and you and LGT WM hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England.

## Annex 1

### Risk Warnings

It is important that you understand the risks involved in investing in various instruments. All investments involve a degree of risk to your capital and/or income, but the level of risk can vary significantly. You should be aware that, even when an investment is labelled as capital protected, it does not mean that the return of your initial investment is guaranteed. There are few investment products which provide total capital protection. This document cannot cover all risks but is meant to act as a general guide to the most significant aspects of the risk associated with any products and services we may offer to you. Should you have any questions that are not dealt with herein, you should raise them with your Investment Manager.

#### 1. Product Risks

##### 1.1 Equities

If you buy shares or equity in a company, you become a member of the company and therefore share in the financial risk of that company. Equity-based investments are subject to general risks (political risk, interest rate risk, dividend risk, price risk, exchange rate risk, changes in the economic or regulatory environment, tax changes) as well as risks specific to the particular company. If a company issues a dividend, you will be entitled to receive one. However, the dividend per share depends on the issuing company's earnings and on its dividend policy. In cases of low profit or losses, dividend payments may be reduced or suspended. In the event of the company going into insolvency, your claim for recovery of your investment will rank behind various creditors of the business, whether secured or unsecured. The value of the equity can go down as well as up and you may lose part or all of your capital.

There are specific risks associated with particular equities:

##### 1.1.1 Penny Shares

There is an additional risk of losing money when buying shares in some smaller companies, including penny shares (unquoted securities with a bid/offer spread of 10% or more). Usually, there is a big difference between the buying price and the selling price of these shares. If you have to sell immediately, you may get back much less than you paid for them. Prices may change very quickly.

##### 1.1.2 AIM Shares

AIM is a market operated by the London Stock Exchange for small and growing companies. AIM-traded shares may carry a higher degree of risk than those listed on the main market as AIM is less regulated and less information is available. Shares in smaller companies tend to be traded less frequently and in smaller amounts than those of larger companies. Price volatility may be greater, making the timing of sales and purchases more difficult.

##### 1.1.3 Foreign Stocks

As well as the risks associated with the underlying company's business, there are additional risks associated with stock listed overseas, and these are covered in section 17 (Foreign Markets) and section 18 (Emerging Market Risk).

##### 1.1.4 Regulation S Securities

We may on occasion purchase securities for your account which are exempt from the requirement of registration in the United States pursuant to Regulation S of the Securities Act 1933, as amended. These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act 1933, as amended, and the applicable state securities laws, pursuant to registration or exemption there from. You should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time.

Regulation S Securities can only be held by non-US residents and citizens and cannot be registered in the United States for twelve months from date of issue. The effect of this is that you can only sell these securities off-exchange during the twelve month period and only to non-US persons. Thereafter the securities can only be sold into US markets pursuant to securities registration or an applicable exemption from registration. No hedging transactions with respect to the securities may be conducted unless in compliance with US securities laws.

Consequently, in addition to the high risks inherent in dealing in small capital market securities, you run an extra risk of losing money when you buy shares in "restricted" or "non-readily realisable" securities due to the difficulties in selling such securities.

We and our associated companies may receive an additional fee, ultimately paid by the issuing company, in respect of our role as introducing broker for these securities.

##### 1.2 Fixed Income/Debt Securities

In buying fixed income/debt securities, you are, in effect, lending money to a company or government, and you will be entitled to receive the interest payable on that security and for the principal sum to be repaid to you at the maturity date. Interest rates may be fixed or variable. If you buy or sell a fixed income security, other than at issue, you may pay more than the principal sum and therefore could suffer a reduction in the capital value on maturity or at any time you sell it before maturity. In the event of insolvency, you will share with other creditors of the firm in a claim against the firm's assets. Your ranking in the order of creditors will depend on the nature of the security. Dealing in fixed income/debt securities may involve risks such as insolvency risk, interest rate risk, credit risk or early redemption risk.

Additional risks may be associated with certain types of bonds, including without limitation floating rate notes, zero coupon bonds (bonds on which no interest is paid), convertible bonds; for such bonds you are advised to make inquiries about the risks referred to in the issuing prospectus.

##### 1.3 Collective Investment Schemes

Collective investment schemes such as investment funds and open ended investment companies ("OEICs") and unit trusts invest monies on a pooled basis in a basket of investments, which typically might include gilts, bonds and quoted equities, but depending on the type of scheme, may also include derivatives, real estate or any other asset. The collective investment scheme then issues shares or units in the vehicle holding the pooled funds and investments. They allow for diversification at a lower cost than might be achieved otherwise. However, you still remain exposed to the risks associated with the underlying investments that the collective investment scheme makes, though potentially to a lesser degree. A collective investment scheme that holds a number of different assets will thus spread its risk and reduce the effect that a change in the value of any single component investment will have on the overall portfolio.

##### 1.3.1 Investment Trusts

Investment trusts are companies listed on stock exchanges whose main business activity is investing in other companies. Most investment trusts can, and some do, borrow money to make investments. This can increase the volatility of the price of the shares of the investment trust itself, and can increase the risk of the investment in the trust.

The effect of the borrowing is that where there is a rise in the price of the underlying securities, the value of the net assets attributable to each investment trust security rises by a greater



percentage, and when the value of the underlying portfolio falls, the net assets attributable to each investment trust security falls by a greater percentage. Investment trusts often pursue a policy of “cross-investing” in other investment trusts, which in turn may also be borrowing money to leverage themselves. So where an investment trust employs a higher degree of direct or indirect leverage, its securities are likely to be subject to significant fluctuations in value, and as a result, holdings in such an investment trust may be subject to sudden falls in value.

### 1.3.2 Exchange Traded Funds

ETFs are open-ended investment companies comprised of units traded on a regulated market or designated investment exchange. Like an index fund, an ETF represents a basket of stocks that reflects an index such as the FTSE100. Unlike a typical collective investment scheme (e.g. a unit trust), it trades like any other company on a stock exchange. An ETF’s price changes throughout the day, fluctuating with supply and demand. This is different from a typical collective investment scheme that has its net-asset value (NAV) calculated at the end of each trading day. It is important to note that while an ETF attempts to replicate the return on indices, there is no guarantee that they will do so exactly. It is not uncommon to see a 1% or more difference between the actual index’s year-end return and that of an ETF. By owning an ETF, you get the diversification of an index fund with the flexibility of an equity investment. Because ETFs trade like stocks, you can margin them and purchase them in very small quantities. The expense ratio of an ETF is often lower than that of a typical collective investment scheme.

### 1.3.3 Venture Capital Trusts (VCTs)

VCTs are professionally managed collective investment schemes listed on the London Stock Exchange, and are similar to investment trusts. They invest in fledgling venture capital backed unquoted companies. These unquoted companies will ordinarily be at an earlier stage of development than larger quoted companies and will therefore carry a greater risk of failing.

VCTs must be approved by HMRC for the purpose of the scheme. Once invested an investor may be entitled to various income tax and CGT reliefs, and VCTs are exempt from corporation tax on any gains arising on the disposal of their investments. However, in order to take advantage of the tax relief associated with VCTs, you should be aware that you must hold your investments therein for at least 5 years from the date of purchase.

### 1.3.4 Enterprise Investment Schemes (EISs)

EISs are tax efficient schemes approved by HMRC to encourage investment into small unquoted companies carrying on a qualifying trade in the United Kingdom. Investment in companies that are not listed on a stock exchange often carries a high risk and the tax relief is intended to offer some compensation for that risk. As such, EIS investments are inherently high risk in nature. The specific risks vary depending on the particular EIS (e.g. an EIS based on investment in a single company is, of its nature, riskier than a more widely diversified EIS). Because the underlying holdings are not listed, the manager of an EIS cannot sell them, and unlike a VCT, the EIS itself is not traded on any market. Investors accordingly have to wait until the manager realises the cash value of the underlying holding(s) before they can redeem the value of their investment. Investors also face risk in relation to CGT. If a capital gain is deferred by means of investment in an EIS, the same gain is re-crystallised when the EIS is sold. If the CGT rate falls, investors benefit, but if it rises then they will lose out.

### 1.3.5 Property Funds

These funds are often structured as limited liability partnerships which are not regulated and invest in properties directly

(although they may also be set up as unit trusts or OEICs). As such they may also be set up to be highly illiquid and you may not be able to realise your investment immediately or the price may reflect a forced seller discount. They also carry many of the risks detailed immediately below in section 1.4 (Alternative Investments).

## 1.4 Alternative Investments (including Hedge Funds and Private Equity Funds)

### 1.4.1 Hedge funds and other alternative investment funds

(“alternative investments”) may involve complex tax and legal considerations and can give rise to considerable risks. Such schemes may deal infrequently and may limit redemptions. It is not possible to generalise on the associated investment risk of such schemes. Alternative investment vehicles are often operated in offshore centres where the level of investor protection is unlikely to be equivalent to that available in the UK. If established in the EU they are regulated as Alternative Investment Funds but are not subject to the same regulatory requirements or oversight as other regulated collective investment schemes, such as a UCITS fund. Additionally, the tax status of such funds, which often will not have reporting fund status, should be considered prior to investment.

### 1.4.2 Alternative investments often engage in leverage and other speculative investment practices, which involve a high degree of risk. Such practices will often increase the volatility of the performance of the alternative investment and the risk of investment loss, including the loss of the entire amount that is invested. Interests in alternative investments are often highly illiquid as there is no public market for such interests and are often only transferable with consent. The illiquid nature of such investments can mean interests can be difficult to value and can render transfer (particularly within a required timeframe) difficult.

### 1.4.3 Investors in alternative investments may also have limited rights with respect to their investment interest, including limited voting rights and participation in the management of the alternative investment.

### 1.4.4 Alternative investments will often invest in other products or vehicles that may be highly illiquid and difficult to value. Alternative investments may not be required to provide you with regular periodic pricing or valuation information. This may limit your ability to redeem or transfer your investment or delay receipt of redemption proceeds.

### 1.4.5 It should be noted that alternative investments may impose significant charges and fees, including management fees that are based upon a percentage of the realised and unrealised gains or management fees that are set at a fixed percentage of assets under management regardless of performance returns.

## 1.5 Warrants

### 1.5.1 A warrant ordinarily gives the holder of the warrant the right to subscribe for shares, debentures, loan stock or government securities at a specific price within a certain time frame and is exercisable against the original issuer of the underlying securities. The prices of warrants can be volatile as a relatively small movement in the price of the underlying security may result in a disproportionately large movement, unfavourable or favourable, in the price of the warrant.

### 1.5.2 It is essential when considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if you fail to exercise this right within the predetermined timescale then the investment becomes worthless.

### 1.5.3 You should not buy a warrant unless you are prepared to sustain



a total loss of the money you have invested plus any commission or other transaction charges.

#### 1.6 Covered Warrants

A covered warrant is a type of warrant that allows the holder to buy or sell a specific quantity of shares, currency or other financial instruments from an issuer, usually a bank or similar financial institution at a specific price and time.

The main differences between normal warrants and covered warrants are:

- 1.6.1 Covered warrants can have a wide variety of underlying assets. Normal warrants only have the issuing company's stock as their underlying asset.
- 1.6.2 Covered warrants are only issued by financial institutions. Normal warrants are only issued by the company that issued the underlying stock.
- 1.6.3 Covered warrants can have a variety of exercise prices depending on the conditions set forth in each issue. Normal warrants ordinarily have only one exercise price.
- 1.6.4 Covered warrants allow the warrant holder to buy or sell the underlying assets. Normal warrants allow the warrant holder only to buy the underlying assets.

#### 1.7 Futures

Futures involve the obligation to make, or to take delivery of the underlying physical asset of the contract at a future date, or in some cases to settle the position with cash. The 'gearing' or 'leverage' often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains and carry a high degree of risk. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.

Futures transactions have a contingent liability, meaning that you may be called upon to pay additional sums during the life of the contract and on maturity. It is very important that you understand the potential amounts you could be liable for, and are comfortable that you will be able to afford to pay such amounts when they fall due if required to do so. Futures are different to options as options give the holders the right to buy or sell an underlying asset at expiration while the holder of a futures contract is obligated to fulfil the terms of his contract.

#### 1.8 Options

- 1.8.1 An option is the right either to buy or to sell a specified amount or value of a particular underlying interest at a fixed exercise price by exercising the option before its specified expiration date. An option that gives the right to buy is called a "call" option, an option which gives the right to sell is called a "put" option.
- 1.8.2 There are two types of options – physical delivery options and cash settled options. Physical delivery gives the owner the right to receive physical delivery (if it is a call) or to make physical delivery (if it is a put) of the underlying interest when the option is exercised. A cash settled option gives its owner the right to receive a cash payment based on the difference between the determined value of the underlying interest at the time the option is exercised and the fixed exercise price of the option. You may be required to pay monies as well as receive monies under a cash settled option.
- 1.8.3 Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges.

However, if you buy a call option on a future contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under 'futures' (section 1.7 above) and 'contingent liability investment transactions' (section 2 below).

- 1.8.4 If you write or sell an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you do not already own the underlying asset which you have contracted to sell the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.
- 1.8.5 Certain London Stock Exchange firms under special exchange rules write a particular type of option called a 'traditional option'. These may involve greater risk than other options. Two way prices are not usually quoted and there is no exchange market on which to close out an open position or to effect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk.
- 1.8.6 Certain options markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to provide margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.
- 1.9 **Contracts for Differences (CFDs)**
  - 1.9.1 A CFD is a derivative contract that gives the holder exposure to the underlying equity or index, but without paying the full price of the total value of the position. Contracts for difference are traded on margin, and the profit/loss is determined by the difference between the buy and the sell price. CFDs may be suitable for short-term trading but become expensive for holding long-term positions.
  - 1.9.2 When trading on margin, a sudden drop in the price of an instrument (i.e., the underlying equity) could cause you to receive a margin call. In that case, you would be required to deposit additional collateral into your account. If you do not respond in a timely manner, the existing collateral in your account could be sold, or your positions liquidated, in order to cover the call, and you would be responsible for any losses to your account.
  - 1.9.3 Some CFDs are known as swaps. Typical forms of this type of contract can be similar to an agreement to purchase or sell a series of options over an underlying asset or index at an average price specified today. Swaps and other CFDs are contingent liability investments, meaning that if the underlying price moves in an unfavourable direction, an investor can be called to pay additional cash on final settlement.
- 1.10 **Structured Products**
  - 1.10.1 Structured products are synthetic investments specially created to meet specific needs that ordinarily cannot be met from the standardised financial investments available in the markets. Structured products can be used: as an alternative to a direct investment; as part of an asset allocation process to reduce the risk exposure of a portfolio; or to take advantage of a current market trend.
  - 1.10.2 A structured product is ordinarily a pre-packaged investment strategy, which is based on derivatives (i.e. options and, to



a lesser extent, swaps). They may feature protection of the principal if held to maturity. You should always check whether a structured product is principal protected or not.

- 1.10.3 More often than not structured products are not 100% principal protected. The return of the capital you initially invested may be linked to the performance of an index, a basket of selected stocks or other factors. If the product has performed within specified limits, you will be repaid the capital you initially invested but if not, you could lose some or all of your initial capital. Investing in these products can put the capital you invested at risk.
- 1.10.4 The range of products may include those where the return is linked to an index or indices, a basket of securities or other specified factors which relate to one or more of the following: equity or debt securities, interest rates, currency exchange rates or commodities.
- 1.10.5 As mentioned above, some of the products include an element of principal protection, at a level which is stated at the time of the initial investment, so that on maturity of the investment you are assured of the return, at a minimum, of the stated proportion of your initial capital invested (subject always to the credit of the issuer of the product). In respect of some products which include an element of principal protection, the return of the stated proportion of your initial capital invested may depend on a pre-agreed level of performance being achieved or the product being held to maturity. If the performance is not attained or the product is not held to maturity the element of principal protection will not apply.
- 1.10.6 Different products involve different levels of exposure to risk (and reward) and in deciding whether to trade in such products you should be aware of the following points.
- 1.10.7 There is no guarantee that all of the initial capital invested by you will be returned to you on maturity of the investment. You may therefore get back a lesser amount than you originally invested.
- 1.10.8 These investments may involve a degree of gearing, which means that a small percentage fall in the related index may result in a larger reduction in the amount paid out to you".
- 1.10.9 Investments linked to the performance of an index do not include an allowance for any return or reinvestment of dividend income from the underlying constituents of the index.
- 1.10.10 If you decide to redeem or sell the investment before its stated maturity, you may not gain the maximum benefit of the investment and may receive a poor return or less than the initial capital invested. Early redemption penalties may be applicable in some circumstances.
- 1.10.11 The initial capital you invest may be placed into high risk investments such as non-investment grade bonds/ instruments linked to commodities or indices on commodities.
- 1.10.12 The stated rate of growth or income in relation to an investment may depend on specified conditions being met, including the performance of the relevant index/indices, basket of selected stocks or other specified factor(s).
- 1.10.13 You should not deal in these investments unless you are prepared to sustain a loss of the money you have invested (a loss which may be total or may be partial as specified in the relevant terms and conditions) plus any commission or other transaction charges.
- 1.10.14 Some structured products may have a limited secondary market; it may therefore be difficult to deal in such investments or to obtain reliable information about their value.

## 1.11 Securitised Derivatives

- 1.11.1 These instruments may give you a time-limited right or an absolute right to acquire or sell one or more types of investment, which is normally exercisable against someone other than the issuer of that investment. Or they may give you rights under a contract for difference, which allows for speculation on fluctuations in the value of the property of any description or an index, such as the FTSE 100 index. In both cases, the investment or property may be referred to as the "underlying instrument".
- 1.11.2 These instruments often involve a high degree of gearing or leverage, so that a relatively small movement in the price of the underlying investment results in a much larger movement, unfavourable or favourable, in the price of the instrument. The price of these instruments can therefore be volatile.
- 1.11.3 These instruments have a limited life, and may (unless there is some form of guaranteed return to the amount you are investing in the product) expire worthless if the underlying instrument does not perform as expected.
- 1.11.4 You should only buy this product if you are prepared to sustain a total or substantial loss of the money you have invested plus any commission or other transaction charges.
- 1.11.5 You should consider carefully whether or not this product is suitable for you in light of your circumstances and financial position, and if in any doubt please seek professional advice.

## 1.12 Listed Securities Where Gearing is Involved

In relation to listed securities where gearing is involved, the gearing strategy used by the issuer may result in movements in the price of the securities being more volatile than the movements in the price of the underlying investments. Your investment may be subject to sudden and large falls in value and you may get back nothing at all if there is a sufficiently large fall in your investment.

## 2. Contingent Liability Investment Transactions

Contingent liability investment transactions are derivative transactions (such as futures, contracts for differences or options) which are structured so that the investor will or may be liable to make further payments when the transaction is to be completed or on closing out a position.

If you undertake contingent liability investment transactions using "margin" (i.e. money you are borrowing to purchase securities), you may sustain a loss of the margin you deposit to establish or maintain a position. If the market moves against you, you may be called upon to pay additional margin at short notice to maintain a position. If the request for additional margin is not met, your position may be liquidated at a loss, and you will be responsible for the resulting deficit.

Save as specifically provided by the FCA, we may only carry out margined contingent liability transactions with or for you if they are traded on or under the rules of a recognised or designated investment exchange. Contingent liability investment transactions which are not so traded may expose you to substantially greater risks.

## 3. Margin for Purchasing Securities

If you purchase securities using "margin" (i.e. money you are borrowing to purchase securities), you are subject to a greater risk than you would be if you purchased fully paid for securities. If the value of the assets in your account(s) falls then you may be required to deposit additional securities or monies to secure the loan, which has been made to you to purchase securities. If you fail to meet the additional requests for payment, then we may realise your assets to pay down or pay off your loan (without





prior notice and potentially at a loss or lower price than in other circumstances). You are liable for any debits as a result of such enforced sales.

#### 4. Stabilisation

- 4.1 We may, from time to time, recommend transactions in securities to you, or carry out such transactions on your behalf, where the price may have been influenced by stabilisation.
- 4.2 Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found.
- 4.3 Stabilisation is carried out by a "stabilisation manager" (ordinarily the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.
- 4.4 The stabilisation rules:
- 4.4.1 Limit the period when a stabilising manager may stabilise a new issue;
- 4.4.2 Fix the price at which he may stabilise (for shares and warrants but not bonds); and
- 4.4.3 Require him to disclose that he may be stabilising but not that he is actually doing so.
- 4.5 The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.

#### 5. Clearing House Risk

On many exchanges, the performance of a transaction by us (or third party with whom we are dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the client, and may not protect you if we default in our obligations to you or another party defaults on its obligations to you. On request, we will endeavour to explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor ordinarily for off-exchange instruments which are not traded under the rules of a regulated market.

#### 6. Trading Facilities Risk

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

#### 7. Electronic Trading Risk

Trading on a particular electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake Transactions on an electronic trading system, you will be exposed to risks

associated with that system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the margining requirements.

#### 8. Off-Exchange Transactions in CFDs

These transactions are not carried out on a recognised exchange or designated exchange and this may mean a higher level of risk is incurred by the investor. It is important that you fully understand the risks involved before making a decision to enter into an off-exchange transaction in a CFD (a 'Contract') with us. The structure of a Contract and the roles of the parties to a Contract are established solely by us. This means, for example, that if you wish to close the Contract earlier than at the time at which it would otherwise automatically expire, you will have to close it at our quotation, which may reflect a premium or discount to the underlying market. When the underlying market is closed, our quotation can be influenced by the weight of other clients buying or selling. Contracts entered into with us can only be closed with us, and are not transferable to any other person. No Contracts provide any right to the underlying instruments or voting rights.

#### 9. Off-Exchange Transactions in Derivatives

It may not always be apparent whether or not a particular derivative is arranged on exchange or in an off-exchange derivative transaction. We must make it clear to you if you are entering into an off-exchange derivative transaction.

While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what a fair price is.

#### 10. Non-Readily Realisable Investments

We may arrange or enter into transactions in non-readily realisable investments. This means that the investment is neither a government security, nor a listed investment, nor an investment that regularly trades on an exchange. In this case there may be no secondary market available, and it may be difficult to obtain any reliable independent information about the value and risks associated with such an investment. You may have difficulty selling this investment at a reasonable price and, in some circumstances, it may be difficult to sell it at any price. Do not invest in such an investment unless you have carefully thought about whether you can afford it and whether it is right for you.

#### 11. Insolvency Risk

Our insolvency or default, or that of any other brokers involved in transactions undertaken by us on your behalf, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash. On request, we will endeavour to provide an explanation of the extent to which we will accept liability for any insolvency of, or default by, other firms involved in transactions undertaken by us on your behalf.

#### 12. Past Performance

You should be aware that the price of the financial instruments that you are dealing with depends on fluctuations in the financial markets outside of our control and that past performance is no indicator of future performance.



### 13. Suspension of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of a rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

### 14. Volatility of Returns

The value of investments and the amount of income derived from them may go down as well as up. All investments can be affected by a variety of factors, including macro-economic market conditions such as the interest or exchange rate environment, or other general political factors in addition to more company or investment specific factors.

### 15. Tax Risks

You have sole responsibility for the management of your tax and legal affairs including making any applicable filings and payments and complying with any applicable laws and regulations.

### 16. Investment Leverage, or Gearing

Use of borrowing to invest increases both the volatility and the risk of an investment. This applies if a company has significant borrowings, or if an investment vehicle otherwise allows an investor to gain much greater economic exposure to an asset than is paid for at the point of sale. It also applies if an investor borrows money for the specific purpose of investing. The impact of leverage can be as follows:

- movements in the price of an investment leads to much greater volatility in the value of the leveraged position, and this could lead to sudden and large falls in value;
- the impact of interest costs could lead to an increase in any rate of return required to break even; or
- a client may receive back nothing at all if there are significantly large falls in the value of the investment.

### 17. Foreign Markets

Foreign markets will involve different risks from UK markets and non-EEA markets will involve different risks from EEA markets. In some cases the risks will be greater in foreign markets. On request, we will endeavour to provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which we will accept liability for any default of a foreign firm through whom it deals. The potential for profit or loss from transactions undertaken by us on your behalf on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

### 18. Emerging Market Risk

Emerging markets can carry significantly greater risks than those typically associated with investing in more developed markets. The nature and extent of these risks will vary from country to country. Emerging markets in respect of financial investments are those countries that may possess one or more of the following characteristics:

- a certain degree of political instability;
- relatively unpredictable financial markets and economic growth patterns; or
- a financial market that is still at the development stage.

The list of emerging markets is constantly changing and may be ascribed this status according to criteria set by several different organisations, such as the International Finance Corporation or the World Bank. Broadly, they include any country other than Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg,

Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the UK and the US. These countries' markets are regarded as developed markets.

Before making any investment in these markets, you should independently satisfy yourself that you understand and appreciate the significance of the relevant risks, and that such an investment is suitable for you. This statement is intended to summarise some of these risks, but it does not purport to be an exhaustive list.

#### 18.1 Market Characteristics

18.1.1 The securities markets of emerging countries are in the early stages of development and many of them often lack the levels of transparency, liquidity, efficiency and regulation characteristics of the more developed markets. In some of these markets, standard practices, market customs and usages have yet to evolve and be readily identifiable as such by market participants. The credit rating of local financial institutions may not be high and there is often limited trust in such institutions.

18.1.2 Government supervision of securities markets, investment intermediaries and of quoted companies may be considerably less well developed than in many countries with well-established markets and, in some cases, effectively non-existent. Many regulations are unclear in their scope and effect, and there may be a greater risk than in more developed countries of activities conducted in good faith on the basis of professional advice, subsequently being regarded as not in compliance with fiscal, currency control, securities, corporate or other regulatory requirements. In addition, where a system of regulation is present, it may lack any, or any adequate, mechanism to enforce compliance by participants.

18.1.3 The valuation of both enterprises and securities in some of these countries has sometimes proved problematic in the absence of efficient secondary markets. In particular, the illiquidity of the markets in general or of particular securities in some of these countries may make it difficult to determine an accurate valuation for a particular security or whether such security could actually be sold at such a price. In addition, due to historic difficulties in acquiring securities in certain of these countries, depository receipts or derivatives relating to certain of such securities have been created which may not be fungible with each other or the securities underlying or relating to such depository receipts or derivatives. This might lead to such depository receipts or derivatives trading at substantial premiums or discounts to the underlying or related securities.

#### 18.2 Economic Risk

18.2.1 Many emerging countries lack a strong infrastructure. Telecommunications generally are poor, and banks and other financial systems are not always well developed, well regulated or well integrated. These countries may also have considerable external debt, which could affect the proper functioning of their economies with a corresponding adverse impact on the performance of their markets. Tax regimes may be subject to the risk of a sudden imposition of arbitrary or onerous taxes, which could adversely affect foreign investors.

18.2.2 Businesses in these countries may have a limited history operating in market conditions. Accordingly, when compared to companies in more developed markets, such businesses may be characterised by a lack of management who are experienced in market conditions and a limited capital base with which to develop their operations.

#### 18.3 Political Risk

The political systems in the majority of emerging countries have been the subject of substantial and positive reforms. The relative infancy of some of these political systems may mean that they



are more vulnerable in the face of popular dissatisfaction with reform, political or diplomatic developments, or social, ethnic or religious instability. Such developments, if they were to occur, could in turn lead to a reversal of some or all of the democratic reforms, a backlash against foreign investment and, in a worst case scenario in some countries, a return to a centralised planned economy and state ownership of assets. This could involve the compulsory nationalisation or expropriation of foreign-owned assets without adequate compensation, or the restructuring of particular industry sectors in a way which could adversely affect private investors in such sectors.

#### **18.4 Investment, Foreign Exchange and Repatriation Restrictions**

Foreign investment in emerging countries is in some cases restricted. Some of these countries have non-convertible currencies and the value of investments may be affected by fluctuations in available currency rates and exchange control regulations (which could change at any time). The repatriation of investors' funds and profits may therefore be restricted or difficult and could involve significant cost. Moreover, considerable delays may occur in the transfer of funds within, and with repatriation of monies out of, these countries.

#### **18.5 Tax Risks**

In some countries the tax position is complex and subject to more frequent change than in western countries. It may not be possible to reclaim tax even where this is theoretically possible due to practical and timing issues.

#### **18.6 Legal Risks**

Many emerging countries do not yet have a legal system comparable to those of more developed countries. Legal reforms may not always correspond to market developments, resulting in ambiguities and inconsistencies which increase the risk of investing in these countries. Legislation to safeguard the rights of private ownership and control as well as establishing intellectual property concepts may not yet be in place, and there is risk of conflicting rules and regulations. Laws and regulations governing investment in securities markets may not exist or may be subject to inconsistent or arbitrary interpretation or application. The independence of the judicial systems, and their susceptibility to economic, political or nationalistic influences, remains largely untested. It may be impossible to predict whether a foreign investor would obtain effective redress in the local courts in respect of a breach of local laws or regulations, or in an ownership dispute.

#### **18.7 Settlement Risk**

The concepts of ownership of and procedures for the transfer of securities in emerging countries may differ radically from those in more developed markets. In some markets, for example, the term "dvp" (delivery versus payment) does not imply that securities and cash move at the same time. Registration of shares may not be subject to standardised procedures or to a centralised system, and may be effected on an ad hoc basis. The concept of nominee ownership is undeveloped and, in some cases, not recognised at all. As a result, registration can be administratively cumbersome and time consuming, leading to delays in settling trades, ownership disputes and constraints on trading. The realisation of rights of ownership, for example the exercise of shareholders' rights, cannot be assumed. Moreover, in some markets the risk of conflicts of interest on the part of those responsible for the conduct of the registration procedures, and the risk of fraud (for example, in connection with physical certificates) or of a registrar refusing to effect registration without justification (or of a registrar deleting a registration once it has occurred, with a consequential total loss of investment) is higher in many cases than in more developed markets.

#### **18.8 Shareholder Risks**

Rules in emerging countries regarding ownership and corporate governance of domestic companies (for example, limiting the ability of management to effect transactions with affiliates or to sell or otherwise dispose of their company's assets) may not exist or may confer little practical protection on minority shareholders. Disclosure and reporting requirements are in many cases less than in more developed countries and may be non-existent or rudimentary. Anti-dilution protection may also be very limited. Redress for violations of shareholder rights may be difficult in the absence of a system of derivative or class action litigation.

#### **18.9 Accounting Practices**

Accounting, auditing and financial reporting standards in many emerging countries are not yet equivalent to those applicable in more developed countries and in some of these countries are of virtually no assistance to an investor. The availability, quality and reliability of corporate information (including official data) is likely to be lower than that in respect of investments in more developed markets.

#### **18.10 Custody and Asset Servicing in New Markets**

18.10.1 The custody of assets and asset servicing in new markets can carry significantly greater risks than those typically associated with more developed markets. The nature and extent of these risks will vary from country to country. Before investing in these markets, you should independently satisfy yourself that you understand and appreciate the significance of the relevant risks, and that such an approach is suitable for you and any clients for whom you are acting in a fiduciary capacity. This statement is intended to summarise some of these risks, but does not purpose to be an exhaustive list.

18.10.2 In accordance with the Agreement, we may hold Assets with a Sub-Custodian in a new market jurisdiction. The Sub-Custodian may hold your Assets either directly through registration with the relevant registrar or via local depositories. As a result, you may be exposed to operational and other risks associated with the market infrastructure of new markets including registrars and local depositories and you should make yourself familiar with the relevant infrastructure before deciding to invest in any emerging market. Registration processes in emerging markets can be administratively cumbersome and time consuming, leading to constraints on trading.

18.10.3 The concept of beneficial ownership is not yet fully developed in many new markets and it is possible that the law of a new market will not recognise your beneficial ownership of Assets held at a Sub-Custodian in such jurisdiction in a segregated account for our clients. The consequence of this is that in the event that a valid order is served on the Sub-Custodian seeking to freeze, attach or otherwise restrict assets belonging to us, a court in any such market may treat your Assets as assets belonging to us and open to seizure or arrest and you may lose your beneficial interest.

#### **18.11 Asset Servicing**

18.11.1 Ownership of securities may only transfer under the law of a new market upon settlement and registration of the securities in question. However, under the Agreement, we may undertake asset servicing in respect of income, dividends, coupons, stock distributions and other entitlements from trade date. As a result, your corporate action entitlements and obligations may not correspond with legal ownership of the securities in question.

18.11.2 Corporate actions in a new market may be subject to a "record date" on which we or you will be required to be the legal owner of the security in question in order for you to be entitled to participate in the event. Where such "record date" considerably precedes the date of the event and/or where re-registration



of securities ownership occurs a considerable time period after trade date, your ability to participate in the event may not correspond with your current holdings on our books and records or include all trades undertaken by us on your behalf prior to "record date".

18.11.3 There may be no central source of disclosure of corporate action events in certain markets and corporate action events of local issuers may only be notified in national or local newspapers or the web sites of local exchanges. In such cases, we will not be responsible or liable for the failure to locate or identify relevant events.

18.11.4 Tender offers by issuers in new markets may be subject to particular requirements, for example: (i) a requirement upon us to present copies of its constitutional documents to the issuer, and/or (ii) taxation rates which may only be determined following elections being submitted to the issuer. In the former case, our ability to participate in any such tender offer on your behalf may be dependent on the ability and our willingness to disclose its constitutional documentation to the issuer. You acknowledge our right to refrain from such disclosure at its sole discretion.

18.11.5 We may not be able to offer a proactive proxy voting service to you in respect of new market securities of which we are the legal owner. We may only be able to vote on your behalf where all other beneficial owners of the relevant security on our books and records advise that they wish to vote in the same manner as you.

18.11.6 The Russian market has certain nuances in respect of the distribution of dividends of which you should be aware. If a Russian issuer has not distributed dividends within one year of such dividends being approved, the legal owners of the securities in question may never receive their dividend entitlements. In addition, during the above one year period, a Russian issuer may pay registered owners of the entitled securities at different times. As a result, we may only pay distributions to you in respect of Russian securities of which we are the legal owner upon (i) full payment being received from the issuer; or (ii) one year having passed from the date of the issuer's company meeting where the distribution was declared. In the latter case, we may pro-rate your entitlement in accordance with the funds we have received. Due to such nuances in the Russian market, we may not be able to participate (whether entirely or partially) in all events to which you may be entitled.



## Annex 2

### Execution Policy

Under the FCA's Rules, we are required to put in place an order execution policy and to take all sufficient steps to obtain the best possible result on behalf of our clients when executing orders or receiving and transmitting orders for execution. The purpose of this document is to inform you about our execution policy.

#### 1. Quality of Execution

1.1 When executing orders on your behalf, we will take all sufficient steps to achieve best execution. We have in place a policy and procedures designed to obtain the best possible result for you, taking into account the nature of your orders, the nature of the markets and financial instruments concerned, and any specific instructions from you.

1.2 Where we follow your specific instructions in relation to all or part of an order, this may prevent us from taking all the steps we have designed and implemented in our execution policy to obtain the best possible result for you.

#### 2. Summary of Execution Policy

2.1 We owe a duty of best execution when we execute orders on your behalf – that is, when you give us an instruction that causes us to owe you contractual or agency obligations and/or we exercise discretion in relation to the execution of an order for you.

2.2 In executing an order under our execution policy, we will take into account the execution factors as set out below in a manner we believe will result in the best outcome for you. We will determine the relative importance of these factors having regard to your status as a retail client, the nature of the order itself, the financial instrument involved and the execution venues available.

#### 3. Execution Criteria

3.1 Total Consideration: Price combined with cost (also referred to as total consideration) is the primary factor in obtaining the best outcome for you. We look to execute the order on the venue which will offer the best price viewed in combination with execution venue costs.

3.2 Speed: The speed of execution may be important for some types of orders, such as in a fast moving market, and in those situations, speed will be a high priority if it will achieve the best possible result for you.

3.3 Likelihood of execution and settlement: With some financial instruments, the ability to execute the order at all or to execute it within a time-period which will result in the best outcome may be considered as the primary execution criteria.

3.4 Size: The size of an order in relation to the liquidity of the financial instrument may change the application of the execution criteria. Where an order is larger than the average daily volume, we will use our discretion as to the execution strategy in the absence of any client instruction.

3.5 Nature and other considerations: We take into account any other relevant factor that we believe warrants consideration in order to seek best execution.

#### 4. Execution Venues

4.1 Subject to any specific instructions received from you, we will use our discretion to determine the appropriate execution venue for an order, which may, without limitation, include an organised trading facility, an exchange, a Retail Service Provider (RSP), Direct Market Access facility, a multilateral trading facility or a broker. For UK equities, investment trusts, exchange traded

funds and government bonds, our main execution venue will be the London Stock Exchange. Unit trusts will be traded via Co-Funds, Allfunds and Calastone, where possible, or directly through the fund administrator. Foreign stock will be traded via members of overseas investment exchanges. We may also deal directly with certain execution counterparties, a current list of which will be maintained on our website ([www.lgtwm.com](http://www.lgtwm.com)).

4.2 Occasionally, we may wish to execute orders outside a regulated market or multilateral trading facility or organised trading facility, for example if a particular bank or investment firm is offering the best execution terms but intends to trade off-exchange. We require your prior consent to do this – please see below. If we are not a member of or participant in a particular execution venue, for example, for non-UK investments, we may place your order with a member or participant of the venue that we consider to be suitable for the execution of the order.

4.3 Factors we consider when selecting execution venues include prices available, liquidity, volatility, speed of execution, cost of execution and the quality and cost of clearing and settlement.

4.4 We take steps to ensure we do not structure or charge commission in such a way as to discriminate unfairly between execution venues.

#### 5. Limit Orders

5.1 If you place a limit order (for which see more information below) with us and we are unable to execute it immediately, we may choose not to make the order public, subject to your prior consent – please see below.

#### 6. Review and Monitoring

6.1 We will review the effectiveness of our order execution arrangements (including the venues that we use) and the execution policy on an annual basis (and also on an ad hoc basis in response to any material change affecting a relevant execution venue). We will monitor our compliance with the policy, making enhancements to it or to our order execution arrangements where necessary and advising you of such changes and/or our ongoing compliance with the policy, as appropriate.

6.2 In exceptional circumstances, such as technical faults leading to loss of connections with an execution venue, we may have to use other execution methods than those listed above. Our obligation to provide best execution does not mean that we owe you any fiduciary duties other than those specifically arising by contract or regulatory obligation.

#### 7. Consent

7.1 By appointing us to provide execution-only, advisory or discretionary services, as indicated in the Account Agreement, you will be deemed to have accepted the terms of our execution policy.

7.2 To achieve the best result for you, we may execute your order via an execution venue other than a regulated market or multilateral trading facility or organised trading facility. However, where the financial instrument is admitted to trading on a regulated market, multilateral trading facility or organised trading facility, we must obtain your prior express consent before doing so.

7.3 We also require your express consent where you place a limit order with us and we choose not to make it public despite being unable to execute it immediately.

7.4 Such consents shall be provided upon your signing and returning to us the Account Agreement, as indicated on the signature page therein.



**8. Order Types**

- 8.1 In view of the risks that arise when trading in volatile markets, you should consider the various types of orders that are available to you that can be utilised to limit or manage any risk or investment strategy. Please note that not all order types may be accepted for investment instruments that are offered by us and remember, in the event of placing any order instructions over the telephone, you should ensure that any instruction is provided clearly and any subsequent instruction to amend or cancel an existing instruction is clearly communicated to us.
- 8.2 **Market Order:** An order to buy or sell a specified instrument as soon as possible at the price obtainable in the market.
- 8.3 **Limit Order:** Limit orders are commonly used to enter a market and to take profit at predefined levels. Limit orders to buy are placed below the current market price and are executed when the ask price hits or breaches the price level specified. Limit orders to sell are placed above the current market price, and are executed when the bid price breaches the price level specified. When a limit order is triggered, it is filled as soon as possible at the price obtainable on the market. Note that the price at which your order is filled may differ from the price you set for the order if the opening price of the market is better than your limit price.

### Annex 3

#### Conflicts Management Policy

In accordance with regulatory requirements, we have taken reasonable steps to identify conflicts of interest that exist, or may exist, between ourselves and our clients or between one client and another.

##### 1. Our Duties

Our main business is the provision of wealth management financial advisory services. In this context a variety of conflicts arise between our interests and those of our clients, or between the duties owed by us to different clients. Therefore we must:

- 1.1 Take all reasonable steps to identify conflicts of interest between (i) LGT WM and its clients, and (ii) one client and another;
- 1.2 Operate effective organisational and administrative arrangements in order to take all reasonable steps to prevent such conflicts from giving rise to a material risk of damaging clients' interests. If the conflicts of interest are so great that they cannot reasonably be managed by a combination of these and/or other steps in such a way as to ensure fair treatment for a client, then we will decline to act for that client;
- 1.3 Disclose any conflicts that cannot be managed effectively by our organisational and administrative arrangements to ensure that clients' interests will not be damaged; and
- 1.4 Keep records of the firm's services and activities in which conflicts may arise.

##### 2. Identifying Conflicts of Interest

To identify conflicts that may arise, and which may entail a material risk of damage to clients' interests, we take into account whether we, or an associate or employee of ours:

- 2.1 Are likely to make a profit or avoid a loss at the expense of the client;

- 2.2 Have an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of a client, which is distinct from the client's own interest in that outcome;
- 2.3 Have a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- 2.4 Carry on the same business as the client; or
- 2.5 Receive or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard fee or commission for that service.

##### 3. Personal Conduct

Employees' personal holdings of, or dealings in, securities may conflict with their obligations to either corporate or investing clients. We have policies and procedures in place to monitor employees' personal account dealing and to restrict it in certain circumstances. Our employees do not solicit or accept inducements that could conflict with our obligations to our clients, nor offer or give inducements which could conflict with the recipient's obligations to its own clients. Gifts, corporate hospitality and similar benefits could fall within this category and we have detailed policies and procedures in place on the giving and receiving of gifts and hospitality.

Further details of our Conflicts Management Policy are available on request.